



City of South Miami INVITATION TO BID

SW 64th Court Drainage Improvements Project Phase I RFP No. SM-2011-04-PW

The City of South Miami, Florida, hereinafter referred to as “City”, will receive sealed proposals. The submittal, consisting of one (1) original unbound proposal, ten (10) additional copies and one (1) digital CD copy to the Office of the City Clerk, South Miami City Hall, 6130 Sunset Drive, South Miami, Florida 33143.

Sealed Proposals must be received by the Office of the City Clerk, either by mail or hand delivery, no later than 10:00 A.M. local time on **6/24/2011**. A public opening will take place at 10:00 A.M. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 10:00 A.M. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Bidders.

The Project is generally described as:

The purpose of this Invitation to Bid (ITB) is to solicit bids for the installation of drainage systems in the area to alleviate flooding conditions during severe storm events. The scope of work includes and is not limited to mobilization, dust control, milling and resurfacing, drainage installations, manhole, maintenance of traffic, signing and striping.

Pre-Bid Meeting is required but not mandatory, and will be held on **6/9/2011**. The conference shall be held regardless of weather conditions.

Proposals are subject to the attached Standard Terms and Conditions contained in the complete bid package. Interested Bidders who wish to bid on this RFP can obtain the complete bid package at City's website at cityofsouthmiami.net/index.php?src=gendocs&ref=BidPosting2010&category=RFPs-and-Bids or City Clerks office Monday through Friday from 9:00 A.M. to 4:00 P.M. upon the payment of **\$150 non-refundable deposit** dollars (U.S.) to the City of South Miami. This fee is non-refundable.

The City of South Miami reserves the right to award the bid to the lowest, most responsive, responsible bidder, as determined by the City Commission, subject to the right of the City to reject any and all bids, to waive any irregularity in the bids or bidding procedure and subject also to the right of the City to award bid and contract to bidders other than the low bidder.

Maria Menendez
South Miami City Clerk

TABLE OF CONTENTS

INSTRUCTION TO BIDDERS.....	I
BID FORM.....	5
BID BOND	9
BIDDER QUALIFICATION STATEMENT	11
NON-COLLUSION AFFIDAVIT	15
PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST	17
DRUG FREE WORKPLACE	19
ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS	20
LIST OF PROPOSED SUBCONTRACTORS AND PRINCIPAL SUPPLIERS.....	21
NOTICE OF AWARD	22
CONTRACT	23
FORM OF PERFORMANCE BOND	25
FORM OF PAYMENT BOND	28
NOTICE TO PROCEED	31
GENERAL CONDITIONS	32
ARTICLE 1 – DEFINITIONS	32
ARTICLE 2 – PRELIMINARY MATTERS	34
ARTICLE 3–CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS	36
ARTICLE 4 – AVAILABILITY OF LANDS SUBSURFACE CONDITIONS REFERENCE POINTS	37
ARTICLE 5 – INSURANCE	38
AIA INSURANCE PROVISION	38
ARTICLE 5 - INSURANCE.....	39
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES	40
ARTICLE 7 – WORK BY OTHERS.....	47
ARTICLE 8 – CITY'S RESPONSIBILITIES	48
ARTICLE 9 – CONSULTANTS' STATUS DURING CONSTRUCTION	48
ARTICLE 10 - CHANGES IN THE WORK.....	50
ARTICLE 11 – CHANGE OF CONTRACT PRICE	50
ARTICLE 12 - TIME FOR COMPLETION, LIQUIDATED DAMAGES AND CHANGE OF THE CONTRACT TIME	53
ARTICLE 14 - PAYMENTS AND COMPLETION	54
ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION	57
ARTICLE 16 - MISCELLANEOUS	58
ARTICLE 17 - WAIVER OF JURY TRIAL.....	58
ARTICLE 18 - ATTORNEYS FEES JURISDICTION / VENUE / GOVERNING LAW	58
ARTICLE 19 - PROJECT RECORDS	59
ARTICLE 20 - SEVERABILITY	59
ARTICLE 21 – INDEPENDENT CONTRACTOR	59
SUPPLEMENTARY CONDITIONS.....	60

INSTRUCTIONS TO BIDDERS

SW 64th Court Drainage Improvements Project Phase I

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE BID REACHES THE CITY CLERK OFFICE ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE INVITATION TO BID FORM.

1. Purpose of Bid: The City of South Miami is requesting bids for the lowest and most responsive price for SW 64th Court Drainage Improvements Project Phase I. The City reserves the right to award the contract to the Bidder whose bid is found to be in the best interests of the City.
2. Any questions concerning the Bid Specifications or any required need for clarification must be made to the Purchasing Manager in writing, at least five (5) days prior to the date of the Bid closing. Interpretations or clarifications, considered necessary by the City in response to such questions, shall be issued by a written addendum to the Bid Specifications and mailed or delivered to all parties listed on the official BIDDER's list as having received the bidding documents. Verbal interpretations or clarifications shall be without legal effect. No plea by a BIDDER of ignorance or the need for additional information shall exempt a BIDDER from submitting the Bid on the required date and time as set forth in the public notice.
3. Cone of Silence: You are hereby advised that this Invitation to Bid is subject to the "Cone of Silence," in accordance with Miami-Dade County Ordinance Nos. 98106 and 99-1. From the time of advertising until the City Manager issues his recommendation, there is a prohibition on communication with the City's professional staff. The Cone of Silence does not apply to verbal communications at pre-bid conferences, verbal presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Commission during any duly notice public meeting, contract negotiations with the staff following the award of an RFP, RFQ, RFLI, or communications in writing at any time with any City employee, official or member of the City Commission unless specifically prohibited. A copy of all written communications must be contemporaneously filed with the City Manager. Violation of these provisions by any particular bidder or proposer shall render any RFP award, RFQ award, RFLI award, or bid award to said bidder or proposer voidable, and, in such event, said bidder or proposer shall not be considered for any RFP, RFQ, RFLI or bid for a contract for the provision of goods or services for a period of one year.
4. BIDDER warrants that the prices, terms and conditions quoted in the Bid shall be firm for a period of 90 days from the date of the Bid opening unless otherwise stated in the Bid Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Invitations to Bid shall be cause for rejection, as determined by the City.
5. Pursuant to the provisions of paragraph (2)(a) of Section 287.133¹, Florida Statutes – "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two for a period of 36 months from the date of being placed on the convicted vendor list".
6. BIDDERS shall use the Bid Form(s) furnished by the City. Failure to do so may cause the Bid to be rejected. Removal of any of the Bid Forms may invalidate the Bid. BIDDER shall deliver to the City, as Bid package, the following documents:
 - a) The Invitation to Bid and Instructions to Bidders.

¹ http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0200-0299/0287/Sections/0287.133.html

- b) A copy of all issued addenda.
- c) Four (4) copies of the Bid Form completely executed.
- d) Bid Security, (Bid Bond or cashiers check) attached to the Bid Form.
- e) Certificates of Competencies, State, County and City Licenses.
- f) Certificate of Insurance and/or Letter of Insurability.

The entire Bid Package shall be placed in an opaque envelope and clearly marked with the BIDDER'S name and "SEALED BID SW 64TH COURT DRAINAGE IMPROVEMENTS PROJECT PHASE I."

Bids having an erasure or correction must be initialed by the BIDDER in ink at the location of each and every erasure or correction. Bids shall be signed in ink; all quotations shall be typewritten or printed and filled in with ink.

6. Mistake: In the event that unit prices are part of the Bid and if there is a discrepancy between the unit price(s) and the extended price(s), the unit price(s) shall prevail and the extension(s) shall be adjusted to coincide. BIDDERS are responsible for checking their calculations. Failure to do so shall be at the BIDDER'S risk, and errors shall not release the BIDDER from his/her or its responsibility as noted herein.
7. Brand Names: If a brand name, make, manufacturer's trade name, or vendor catalog number is mentioned, whether or not followed by the words "approved equal", it is for the purpose of establishing a grade or quality of material only. BIDDER may offer equals with appropriate identification, samples and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.
8. Pricing: Prices should be stated in units of quantity specified in the Bid Form. In case of a discrepancy, the City reserves the right to make the final determination at the lowest net cost to the City.
9. Safety Standards: The BIDDER warrants that the product(s) to be supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by a Materials Data Safety Sheet (M.S.D.S) when applicable.
10. Liability, Insurance, Licenses & Permits: Where BIDDERS are required to enter onto City of South Miami property to deliver materials or to perform work or services as a result of a Bid Award, the BIDDER shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The BIDDER shall be liable for any damages or loss to the City occasioned by the negligence of the BIDDER (or its agent or employees) or any person acting for or through the BIDDER. BIDDER shall furnish a certified copy of all licenses, Certificates of Competency or other licensing requirement necessary to practice their profession as required by Florida Statutes, the Florida Building Code, Miami-Dade County Code or City of South Miami Code. BIDDERS shall include current Miami-Dade County Certificates of Competency applicable to the work to be performed. These documents shall be furnished to the City as part of the Bid response. Failure to have required licenses or to furnish these documents shall be grounds for rejecting the Bid and forfeiture of the Bid Bond.
11. BIDDER shall furnish to the Purchasing Manager, Certificate(s) of Insurance which indicate that insurance coverage was obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in Article 5 of the General Conditions, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s).
12. At the time of the Bid submission the BIDDER must submit Certificates of Insurance, or evidence of insurability in the form of a letter from BIDDER'S insurance carriers demonstrating the ability to obtain coverage outlined in Article 5 of the General Conditions.
13. All insurance shall be issued by companies rated A:VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the BIDDER and insurer to notify the City Manager of cancellation, lapse or material modification of any insurance

policies insuring the BIDDER, which relate to the activities of such vendor and the City of South Miami. Such notification shall be in writing, and shall be submitted to the City Manager thirty (30) days prior to cancellation or modification of such policies. This requirement shall be reflected on the Certificate of Insurance.

14. Failure to fully and satisfactorily comply with the City's insurance and bonding requirements set forth herein shall authorize the City Manager to implement a rescission of the Bid Award without further City Commission action. The BIDDER hereby holds the City harmless and agrees to indemnify the City and covenants not to sue the City by virtue of such rescission.
15. Copyrights and/or Patent Rights: BIDDER warrants that as to the manufacturing, producing or selling of goods intended to be shipped or ordered by the Bidder pursuant to this Bid, there has not been and will not be any infringement of copyrights or patent rights. The seller agrees to indemnify City from any and all liability, loss or expense occasioned by any such violation or infringement.
16. Samples: Samples of items, when required, must be furnished by the BIDDER free of charge to the City. Each individual sample must be labeled with the BIDDER'S name and manufacturer's brand name and delivered by it within ten (10) calendar days of the Bid opening unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they shall be delivered within ten (10) calendar days of the request. The City shall not be responsible for the return of samples.
17. BIDDER warrants by signature on the Bid Form that prices quoted here are in conformity with the latest Federal Price Guidelines.
18. Governmental Restrictions: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful BIDDER to notify the City at once, indicating in its letter the specific regulation which required an alteration. The City of South Miami reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel all or any portion of the Contract, at the sole discretion of the City and at no further expense to the City.
19. Award of Bids: The City of South Miami reserves the right to award the bid to the lowest, most responsive, responsible BIDDER, as determined by the City Commission, subject to the right of the City to reject any and all bids, to waive any irregularity in the bids or bidding procedure and subject also to the right of the City to award bid and contract to a BIDDER other than the low BIDDER.
20. Evaluation of Bids: The City, at its sole discretion, reserves the right to inspect the facilities of any or all BIDDERS to determine its capability to meet the requirements of the Contract. In addition, the price, responsibility and responsiveness of the BIDDER, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.
21. Identical (Tie Bids): In the event of an identical Tie Bid, a preference shall be given to a business having a drug free workplace under Florida Statute Section 287.087, as amended.
22. Drug Free Workplace: Failure to provide proof of compliance with Florida Statute Section 287.087, as amended, when requested shall be cause for rejection of the Bid as determined by the City.
23. Hold Harmless: All BIDDERS shall hold the City, its officials and employees harmless and covenant not to sue the City, its officials and employees in reference to its decisions to reject, award, or not award a Bid, as applicable, unless the claim is based solely on allegations of fraud and/or collusion. The submission of a bid shall act as an agreement by the BIDDER that the bid bond shall not be released until and unless the BIDDER waives any and all claims that the BIDDER may have against the City that arise out of this bidding process or until a judgment is entered in the BIDDER'S favor in any suit filed which concerns this bid process. In any such suit, the prevailing party shall recover its attorney's fees, court costs as well as expenses associated with the litigation. In the event that fees, court costs and expenses associated with the litigation are awarded to the City, the Bid Bond shall be applied to the payment of those costs and any balance shall be paid by the BIDDER.

24. Cancellation: Failure on the part of the BIDDER to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.
25. Bonding Requirements: The BIDDER, in submitting this Bid, shall include a Bid Bond in the amount of 5% of the total amount of the base Bid on the Bid Bond Form included herein. A company or personal check shall not be deemed a valid Bid Security.
26. Performance and Payment Bond: The City of South Miami shall require the successful BIDDER to furnish a Performance Bond and Payment Bond, each, in the amount of 100% of the total Bid Price, including Alternates if any, naming the City of South Miami as the obligee, as security for the faithful performance of the Contract and for the payment of all persons or entities performing labor, services and/or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.
27. Bid Guarantee: The successful BIDDER shall execute the Contract (Agreement) and provide the required Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days of Notice of Award by the City. The BIDDER who has the Contract awarded to him and who fails to execute the Contract and furnish the Performance Bond, Payment Bonds and Insurance Certificates within the specified time shall forfeit the Bid Bond/Security that accompanied his/her or its Bid, and the Bid Bond/Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the BIDDER fails to enter into the Contract and sign the contract or furnish the Bonds and Insurance Certificates. Bid Bond/Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.
28. Pre-bid Conference Site Visits: It is mandatory that all BIDDERS attend a pre-bid conference if required or requested by the City, and tour all areas referenced in the Bid Documents. It shall be grounds for rejecting a Bid from a BIDDER who did not attend the pre-bid conference. No pleas of ignorance by the BIDDER of conditions that exist, or that may hereinafter exist as a result of failure to make the necessary examinations or investigations or failure to fulfill in every requirement of the Contract Documents, will be accepted as basis for varying the requirements of the Contract with the City of South Miami or the compensation of the BIDDER.
29. Time of Completion: The time is of the essence with regard to the completion of the Work to be performed under the Contract to be awarded. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the General Conditions. The time allowed for the completion of the work shall be as stated in the Bid Form.

END OF SECTION

BID FORM

SW 64th Court Drainage Improvements Project Phase I

THIS BID IS SUBMITTED TO:

City of South Miami
City Clerk's Office
City of South Miami
6130 Sunset Drive
South Miami, FL 33143

1. The undersigned BIDDER proposes and agrees, that if this Bid is accepted, to enter into a Contract with the City of South Miami in the form included in the Contract Documents which are part of this Bid Package to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated therein and in accordance with the other terms and conditions of the Contract Documents which include those prepared by EAC Consulting Inc..
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid Bond/Security. This Bid will remain subject to acceptance for 90 days after the day of the Bid opening. BIDDER agrees to sign and submit the Contract with the Bonds, Insurance Certificate and other documents required by the Bidding requirements within ten (10) calendar days after the date of the City's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that:
 - a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No.	_____	Dated:	_____
Addendum No.	_____	Dated:	_____
Addendum No.	_____	Dated:	_____
Addendum No.	_____	Dated:	_____
Addendum No.	_____	Dated:	_____
Addendum No.	_____	Dated:	_____

- b. BIDDER has familiarized himself with the nature and extent of the Contract Documents, the proposed work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies in addition to or to supplement those referred to in (c) above which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or the furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. The BIDDER hereby acknowledges

- e. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - f. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect to any Underground Facilities are, or will be required, by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
 - g. BIDDER has given EAC Consulting Inc. written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and, if any conflicts, errors, discrepancies has been found and notice given, the BIDDER represents to the City that the BIDDER has received a written notice of the resolution thereof by Consultant and that such resolution is acceptable to BIDDER.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from Bidding; and BIDDER has not sought by collusion or otherwise to obtain for itself any advantage over any other BIDDER or over the CITY.
4. BIDDER understands and agrees that the Contract Price is the lump sum that it needs to furnish and install all of the Work complete and in place. The Schedule of Values is provided for the purpose of Bid Evaluation and when initiated by the CITY, it shall form the basis for calculating the pricing of change orders. The Contract Price shall not be adjusted in any way so as to result in a deviation from the Schedule of Values, except to the extent that the CITY changes the scope of the Work after the Contract Date.

As such, the Contractor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Bid Price of:

LUMP SUM BASE BID:

	<hr/>		
dollars and		cents	\$
	<hr/>		<hr/>
Alternates:	#1	#5	
	<hr/>	<hr/>	
	#2	#6	
	<hr/>	<hr/>	
	#3	#7	
	<hr/>	<hr/>	
	#4	#8	
	<hr/>	<hr/>	

5. The ENTIRE WORK shall be completed, in full, within **120 days Substantial Completion; 150 days Total Completion** from the date stipulated in the NOTICE TO PROCEED.

Failure to complete the entire work during the described time period shall result in the assessment of liquidated damages as set forth in Paragraph 6 of the Contract.

6. Communications concerning this Bid shall be addressed to:

BIDDER:

Address:

Telephone:

Facsimile:

Attention:

7. The terms used in this Bid which are defined in the General Conditions of the Contract shall have the same meaning as is assigned to them in the General Conditions.

SUBMITTED THIS _____ DAY OF _____ 2011.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit Bid

Fax Number

Signature

Email Address

Title

**SW 64th COURT DRAINAGE IMPROVEMENTS
SCHEDULE OF VALUES**

Item	Description	Unit	Qty	Unit Price	Amount
	SITE DEVELOPMENT				
1	Mobilization	LS	1		
2	Dust Control	LS	1		
3	Project Sign	EA	2		
4	Clearing and Grubbing	LS	1		
5	Removal of Existing Asphalt	SY	1,088		
6	Type S-I Asphalt	SY	1,088		
8	Sodding	SY	194		
	DRAINAGE				
9	18" HDPE Pipe	LF	51		
10	18" French Drain	LF	50		
11	Type F Inlet with J Bottom	EA	5		
12	Storm Manhole	EA	1		
	SIGNAGE AND STRIPING				
SUBTOTAL					
13	Performance and Payment Bond				
14	Contingency (4% of Subtotal)				
GRAND TOTAL					

BID BOND

SW 64th Court Drainage Improvements Project Phase I

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____, as Principal, and _____

_____, as Surety, are held and firmly bound unto the City of South Miami, a municipal corporation of the State of Florida in the sum of _____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that:

WHEREAS, the Principal has submitted the accompanying Bid dated _____, for the SW 64th Court Drainage Improvements Project Phase I. it was a condition precedent to the submission of said Bid that a Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER would, fulfill the obligations of the invitation to bid and bid documents;

NOW THEREFORE,

A. If the principal shall not withdraw said bid within ninety (90) days after the date for opening of the same, and shall, within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. However, in the event of the principal's unauthorized withdrawal of said bid within ninety (90) days after the date of the opening of the same or the failure to enter into a written contract with the Owner in accordance with the bid as accepted, and/or the failure to provide the City with bonds issued from good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract within ten (10) days after the prescribed forms are presented to it for signature and/or in the event that the principal is not awarded the bid but fails to waive all claims that arose or might have arisen out of the bid process in the event that the bid is not awarded to the principal, then the above obligations shall remain in full force and effect and the bond shall thereafter be disburse, by court order, to the Owner in the full amount of the bond if the Bid Documents provide for liquidated damages under the circumstance of the case or, if liquidated damages are not applicable, then in an amount that is adequate to fully compensate the Owner for all of its damages incurred due to the breach of the terms of this Bond, including all attorney fees, court costs and legal expense incurred by the City for any and all proceedings required to obtain the court order of disbursement, including the cost of all appeals or other proceedings, as well as the fees and costs incurred to collect these damages.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 2011, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(Individual or Partnership Principal)

(Seal)

SECOND PAGE OF A TWO (2) PAGE
BID BOND

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

Secretary

(Corporate Surety)*

By: _____

*Impress Corporate Surety Seal

IMPORTANT Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

BIDDER QUALIFICATION STATEMENT

SW 64th Court Drainage Improvements Project Phase I

The BIDDER’s response to this questionnaire shall be utilized as part of the CITY’S overall Bid Evaluation and Contractor selection.

1. Number of similar construction projects completed,

a	In the past 5	
)	years	
	On Schedule	
b	In the past 10	
)	years	
	On Schedule	

2. List the last three (3) completed similar projects.

a)	Project Name:	
	Owner Name:	
	Owner Address:	
	Owner Telephone:	
	Original Contract Completion Time (Days):	
	Original Contract Completion Date:	
	Actual Final Contract Completion Date:	
	Original Contract Price:	
	Actual Final Contract Price:	
b)	Project Name:	
	Owner Name:	

Owner Address:

Owner Telephone:

Original Contract Completion Time
(Days):

Original Contract Completion Date:

Actual Final Contract Completion
Date:

Original Contract Price:

Actual Final Contract Price:

c) Project Name:

Owner Name:

Owner Address:

Owner Telephone:

Original Contract Completion Time
(Days):

Original Contract Completion Date:

Actual Final Contract Completion
Date:

Original Contract Price:

Actual Final Contract Price:

3. Current workload

Project Name	Owner Name	Telephone Number	Contract Price

4. The following information shall be provided for **this** project.

- a) Estimated total demolition man-hours _____
- b) Percent man-hours to be performed by Contractor's permanent staff _____
- c) Permanent man-hours to be performed by direct hired employees for this project _____
- d) Percent man-hours to be performed by Subcontractors _____

5. The following information shall be attached to the bid.

- a) Contractor's home office organization chart.
- b) Contractor's proposed project organizational chart.
- c) Resumes of proposed key project personnel, including on-site Superintendent.

6. List and describe any:

- a) Bankruptcy petitions filed by or against the BIDDER or any predecessor organizations,
- b) Any arbitration or civil or criminal proceedings, or
- c) Suspension of contracts or debarring from Bidding by any public agency brought against the BIDDER in the last five (5) years.

7. Government References:

List other Government Agencies or Quasi-government Agencies for which you have done business within the past five (5) years.

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

NON-COLLUSION AFFIDAVIT

SW 64th Court Drainage Improvements Project Phase I

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of

_____ the BIDDER that has submitted the attached
Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

Date

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

On this the _____ day of _____, 2011, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)_____ and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or type as commissioned.)

_____ Personally known to me, or

_____ Personal identification:

Type of Identification Produced

_____ Did take an oath, or

_____ Did Not take an oath.

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

SW 64th Court Drainage Improvements Project Phase I

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction of repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or its agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
[print name of the public entity]
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is _____
_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 - (a) A predecessor or successor of a person convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this _____ day of _____, 2011.

Personally known _____

OR Produced identification _____

(Type of identification)

Notary Public – State of _____

My commission expires _____

(Printed, typed or stamped commissioned
name of notary public)

Form PUR 7068 (Rev.06/11/92)

DRUG FREE WORKPLACE

SW 64th Court Drainage Improvements Project Phase I

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids shall be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, he employee shall abide by the terms of the statement and shall notify the employee of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER's Signature: _____

Print Name: _____

Date: _____

ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS
SW 64th Court Drainage Improvements Project Phase I

TO THE CITY OF SOUTH MIAMI

We, _____, (Name of Contractor), hereby acknowledge and agree that as Contractors for the SW 64th Court Drainage Improvements Project Phase I, as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of South Miami and EAC Consulting Inc., against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (subcontractor's names):

to comply with such act or regulation.

CONTRACTOR

Witness

BY: _____
Name

Title

LIST OF PROPOSED SUBCONTRACTORS AND PRINCIPAL SUPPLIERS

SW 64th Court Drainage Improvements Project Phase I

BIDDER shall list all Proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone, Fax & Email
Landscape			
Sodding and Turf Work			
Electrical			
Irrigation			
Paving			
Park Amenities			
Graphics			
Utilities			
Excavation			
Building			
Structures			
Plumbing			
Painting			
Testing Laboratory			
Soil Fumigator			
Signs			
Other:			

This list shall be provided to the City of South Miami by the apparent lowest responsive and responsible bidder within five (5) calendar days after Bid Opening.

NOTICE OF AWARD

SW 64th Court Drainage Improvements Project Phase I

TO:

PROJECT DESCRIPTION: SW 64th Court Drainage Improvements Project Phase I, in accordance with Plans and Contract Documents as prepared by EAC Consulting Inc., prime consultant and the City has considered the Bid submitted by you for the above described Work in response to its advertisement for Bid and Instructions to BIDDERS.

You are hereby notified that your Bid has been accepted for the SW 64th Court Drainage Improvements Project Phase I, in the lump sum amount of \$ _____, broken down as follows:

Base Bid:	_____
Alternate #1:	_____
Alternate #2:	_____
Alternate #3:	_____
Alternate #4:	_____
Alternate #5:	_____
Alternate #6:	_____
Alternate #7:	_____
Total of Award:	_____

You are required by the Instructions to BIDDERS to execute the Contract and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within ten (10) day from the date of this Notice to you.

If you fail to execute said Contract and to furnish said bonds and certificate of insurance within ten (10) days from the date of this notice, the CITY shall be entitled to disqualify the Bid, revoke the award and retain the Bid Bond/Security.

BY: _____
Hector Mirabile, Ph.D
CITY MANAGER

Dated this ____ day of _____, 2011

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

this the ____ day of _____, 2011.

BY: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the City Manager.

CONTRACT

SW 64th Court Drainage Improvements Project Phase I

THIS CONTRACT was made and entered into on this _____ day of _____, 2011, by and between _____ hereafter referred to as "Contractor", and the City of South Miami, hereafter referred to as "Owner".

WITNESETH:

That, the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation necessary to perform all of the work shown on the
2. Drawings described in the Project Manual titled **SW 64th Court Drainage Improvements Project Phase I**: the Contractor shall furnish all the materials, and perform all of the Work as provided for in the Bid Documents and Construction Documents, drawings, plans, specifications and documents and shall do everything required by this Contract and the other Contract Documents.
3. The Contractor shall commence the Work to be performed under this Contract on a date to be specified in a written order of the Owner and shall complete all Work hereunder within the length of time stipulated in the Bid.
4. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Contract, subject to additions and deductions as provided in the Bid Form, in lawful money of the United States, the amount of:

Written Dollar Amount

Dollars (\$ _____), Lump Sum.

5. The Owner shall make monthly partial payments to the Contractor on the basis of a duly certified and approved estimate of Work performed during each calendar month by the Contractor, less the retainage provided in the General Conditions, which is to be withheld by the Owner until completion and acceptance of the complete project in accordance with this Contract and until such Work has been accepted by the Owner.
6. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, materials bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, final payment on account of this Contract shall be made within sixty (60) days after the completion by the Contractor of all Work covered by this Contract and the acceptance of such Work by the Owner.
7. In the event that the Contractor shall fail to complete the Work within the time limit stipulated on the Bid Form in #5, or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of **\$388 per day**, plus any monies paid by the City to the Consultant for additional engineering and inspection services associated with such delay.
8. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its expense within

9. No additional Work or extras shall be done unless the same is duly authorized by appropriate action by the Party of the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and date first above written, in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

CONTRACTOR:

Signature:

Name:

Title:

OWNER: CITY OF SOUTH MIAMI

Signature

Hector Mirabile, Ph.D
City Manager

AUTHENTICATION:

Signature: _____

Maria Menendez
City Clerk

FORM OF PERFORMANCE BOND

SW 64th Court Drainage Improvements Project Phase I

That, pursuant to the requirements of Florida Statute 255.05, we, _____ as Principal (hereinafter referred to as "CONTRACTOR") whose principal business address is _____ and whose telephone number is _____, hereinafter call CONTRACTOR, and _____, a corporation as Surety, whose principal business address is _____ and whose telephone number is _____, are bound to the City of South Miami, as Obligee/Owner, whose principal business address is 6130 Sunset Drive, South Miami, FL 3314 and whose telephone number is 305-663-6340, hereinafter called City in the amount of _____ Dollars (\$ _____) for the payment of which we bind ourselves, our heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has entered into a Contract under contract number _____, for the SW 64th Court Drainage Improvements Project Phase I, awarded on the _____ day of _____, 20____, with the City for _____ in accordance with drawings (plans) and specifications prepared by EAC Consulting Inc. which Contract is be reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that the CONTRACTOR:

1. Fully performs the Contract between the Contractor and the City, which Contract shall become a part of this bond by reference, for the SW 64th Court Drainage Improvements Project Phase I, within **120 days Substantial Completion; 150 days Total Completion** after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Performs the guarantee of all Work and materials as provided for and as furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.
4. Whenever Contractor shall be, and declared by, the City to be in default under the Contract, the City having performed obligations as to payment thereunder, the Surety shall promptly remedy the default, or it shall promptly:
 - 4.1 Complete the Contract in accordance with its terms and conditions; or
 - 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and City, and make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding the amount set forth in the first paragraph hereof as may be increased or decreased by Change Orders.

The term "balance of the Contract Price" as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein.

The Surety hereby waives notice of, and agrees that, any changes in or under the Contract Documents, and compliance or noncompliance with any informality connected with the Contract or the changes thereto, shall not affect the Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(SEAL)

(Individual or Partnership Principal)

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

Secretary

(Corporate Surety)*

By: _____

IN THE PRESENCE OF:

INSURANCE COMPANY:

BY: _____
Agent and Attorney-in-fact Signature

(Business Address)

(City/State/Zip)

(Business Phone)

*Power of Attorney must be attached.

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

On this, the _____ day of _____, 2007, before me, the undersigned notary public of the State of Florida, the foregoing instrument was acknowledged by _____ (Name of Corporate Officer), _____ (Title), of _____ (Name of Corporation, a _____ (State of Corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp
or Type as commissioned.)

_____ Personally known to me, or

_____ Personal identification:

Type of Identification Produced

_____ Did take an oath, or

_____ Did Not take an oath.

FORM OF PAYMENT BOND

SW 64th Court Drainage Improvements Project Phase I

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____ as Principal (hereinafter referred to as "CONTRACTOR") whose principal business address is _____ and whose telephone number is _____, hereinafter call CONTRACTOR, and _____, a corporation as Surety, whose principal business address is _____ and whose telephone number is _____, are bound to the City of South Miami, as Obligee/Owner, whose principal business address is 6130 Sunset Drive, South Miami, FL 3314 and whose telephone number is 305-663-6340, hereinafter called City in the amount of _____ Dollars (\$ _____) for the payment of which we bind ourselves, our heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has entered into a Contract under contract number _____, for the SW 64th Court Drainage Improvements Project Phase I, awarded on the _____ day of _____, 20____, with the City for _____ in accordance with drawings (plans) and specifications prepared by EAC Consulting Inc. which Contract is be reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that the CONTRACTOR shall:

1. Performs the Contract between CONTRACTOR and CITY for construction as set forth above, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR and its Subcontractors with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract; and
3. Promptly makes payments to all claimants as defined by Florida Statute 225.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any informalities connected with the Contract does not affect the Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(SEAL)

(Individual or Partnership Principal)

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

Secretary

(Corporate Surety)*

By: _____

IN THE PRESENCE OF:

INSURANCE COMPANY:

BY: _____
Agent and Attorney-in-fact Signature

(Business Address)

(City/State/Zip)

(Business Phone)

*Power of Attorney must be attached.

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

On this, the _____ day of _____, 2007, before me, the undersigned notary public of the State of Florida, the foregoing instrument was acknowledged by _____ (Name of Corporate Officer), _____ (Title), of _____ (Name of Corporation, a _____ (State of Corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal. _____
Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp
or Type as commissioned.)

_____ Personally known to me, or

_____ Personal identification:

Type of Identification Produced

_____ Did take an oath, or

_____ Did Not take an oath.

NOTICE TO PROCEED

SW 64th Court Drainage Improvements Project Phase I

TO: DATE:

PROJECT DESCRIPTION: SW 64th Court Drainage Improvements Project Phase I, in accordance with Plans and Contract Documents as may be prepared in whole or in part by EAC Consulting Inc., the prime consultant and hereinafter referred to as CONSULTANT.

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the work within **120 days Substantial Completion; 150 days Total Completion** calendar days. The date of completion of all Work is therefore _____.

City of South Miami

BY: _____
Hector Mirabile, Ph.D
City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____
on this _____ day of _____, 20_____.

BY: _____

TITLE: _____

GENERAL CONDITIONS

SW 64th Court Drainage Improvements Project Phase I

ARTICLE 1 – DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated. These definitions shall always apply when the section of the Contract specifically refers to this article for the purpose of interpreting a word or group of words in that section of the Contract Documents. However, when the section of the Contract, where the word to be defined is used, does not specifically refer to this article to define the word or group of words, these definitions shall not apply unless the word, in the context of its use in the Contract Document in question, is ambiguous and open for interpretation. In addition, these definitions shall also not apply to contradict a definition that is given in a specific provision of a Contract Document:

Addenda: Written or graphic documents issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or correction.

Application for Payment: The form furnished by the CONSULTANT which is to be used by the CONTRACTOR in requesting progress payments.

Bid: the offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for Work.

Bonds: Bid, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

Change Order: A written order to the CONTRACTOR signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price of the Contract Time issued after execution of the Contract.

CITY: City of South Miami, 6130 Sunset Drive, South Miami, FL 33143.

Construction Observer: An authorized representative of the CONSULTANT assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the CITY as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

Contract Documents: The Contract Documents shall include the Contract between the Owner and the Contractor, other documents listed in the Contract and modifications issued after execution of the Contract all Bid Documents including but not limited to the Invitation to Bid, CONTRACTOR'S Bid, the Bonds Insurance Certificates and the Notice of Award, the Notice to Proceed, these General Conditions, Special Conditions, if any, any Supplementary Conditions, the Technical Specifications, Drawings, including any incorporated specifications, addenda to the drawings issued prior to execution of the Contract, Change Orders, Construction Change Directives and any written order for a minor change in the Work, and written modifications to any of the Contract Documents and Acknowledgment of Conformance with the City of South Miami.

Contract Price: The total moneys payable to the CONTRACTOR pursuant to the terms of the Contract Documents.

Contract Time: The number of calendar days stated in the Contract for the completion of the Work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the CITY'S governing body.

CONTRACTOR: The person, firm or corporation with whom the CITY has executed the Contract.

CONSULTANT: The person identified as the CONSULTANT in the Supplementary Conditions or as designated by the CITY in writing and delivered to the CONTRACTOR.

Day: A calendar day of twenty-four hours measured from the beginning of the day at 12:01 a.m.

Days The number of twenty-four (24) hour periods following the event to which the word "days" refers commencing at 12:01 a.m. at the start of the next day. Therefore, in computing any period of time prescribed or allowed by the Contract Documents, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next business day that is not a Saturday, Sunday or legal holiday.

Defective Work: Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to the CONSULTANT'S recommendation of final payment (unless responsibility for the protection thereof has been delegated to the City); substitutions that are not properly approved and authorized, any deficiency in the Work, materials and equipment; materials and equipment furnished under the Contract that are not good quality and new unless otherwise required or permitted by the Contract Documents.

Drawings: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the CONSULTANT and are referred to in the Contract Documents.

Field Order: A written order issued by the CONSULTANT which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

Modification: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order signed by both parties, (c) a written clarification or interpretation if issued by the CONSULTANT in accordance with paragraph 9.3 or (d) a written order for minor change or alteration in the Work issued by the CONSULTANT pursuant to Paragraph 10.2. A modification may only be issued after execution of the Contract, it must be in writing and signed by the party against whom the modification is sought to be enforced.

Notice of Award: The written notice by CITY to the apparent successful BIDDER stating that upon compliance with the conditions precedent to be fulfilled by it within the time specified, CITY will execute and deliver the Contract to him.

Notice to Proceed: A written notice given by CITY to CONTRACTOR (with copy to CONSULTANT) fixing the date on which the Contract Time shall commence to run and on which CONTRACTOR shall start to perform its obligations under the Contract Documents.

Person: An individual or legal entity.

Project: The entire construction operation being performed as delineated in the Contract Documents.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor, and which illustrate the equipment, material or some portion of the work and as required by the Contract Documents.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the construction site.

Substantial Completion: The date, as certified by the CONSULTANT, when the construction of the Project or a certified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project, or a substantial part, can be utilized for the purposes for which it was intended without restriction or limitation to any degree, other than for the repair of minor "punch list" items; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.9. However, in no event shall the project, or portion thereof, be deemed to be substantially completed until a certificate of occupancy or certificate of use is lawfully issued by the applicable governmental agency. A certificate of Substantial Completion, issued by the CONSULTANT, shall be null and void if it is based on false, misleading or inaccurate information, from any

source, or when it would not have been issue but for the consideration of Work that is thereafter found to be defective to a degree greater than that which would normally to be considered by architects and engineers to be minor "punch list" work.

Supplier: Any person or organization who supplies materials or equipment for the Work, including the fabrication of an item, but who does not perform labor at the site of the Work.

Surety: The individual or entity who is an obligor on a Bond and who is bound with the CONTRACTOR for the full and faithful performance of the Contract and for the payment of all labor, services and materials used on the project.

Work: Any and all obligations, duties and responsibilities necessary for the successful performance and completion of the Contract.

Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm, or corporation, or if delivered at or sent by registered mail to the last known business address. Unless otherwise stated in writing, any notice to or demand upon the CITY under this Contract shall be delivered to the CITY's Manager and the CONSULTANT.

ARTICLE 2 – PRELIMINARY MATTERS

Award:

- 2.1 The CITY reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the CITY to the lowest responsive and responsible BIDDER. No Notice of Award shall be given until the CITY has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the BIDDER to complete the Work in accordance with the Contract Documents to the satisfaction of the CITY within the time prescribed. The CITY reserves the right to reject the Bid of any BIDDER who does not pass such investigation to the CITY'S satisfaction. In analyzing a Bid, the CITY may also take into consideration alternate and unit prices, if requested by the Bid forms. If the Contract is awarded, the CITY shall issue the Notice of Award and give the successful BIDDER a Contract for execution within ninety (90) day after opening of Bids.

Execution of Contract:

- 2.2 At least four counterparts of the Contract, the Performance and Payment Bond, the Certificates of Insurance, the written notice of designated supervisor or superintendent as provided in Section 6.1 of the General Conditions and such other Documents as required by the Contract Documents shall be executed and delivered by CONTRACTOR to the CITY within ten (10) calendar days of receipt of the Notice of Award.

Forfeiture of Bid Security/Performance and Payment Bond:

- 2.3 Within ten (10) calendar days of being notified of the Award, CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached.
 - 2.3.1 Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to CITY the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, material man, laborers, or Subcontractor employed pursuant to this Project. Each Bond shall be with a Surety company whose qualifications meet the requirements of Sections 2.3.4, 2.3.5, and 2.3.6.
 - 2.3.2 Each Bond shall continue in effect for five year after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum. The

Performance Bond shall be conditioned that CONTRACTOR shall, upon notification by CITY, correct any patent defective or faulty Work or materials which appear within one year after final completion of the Contract and shall, upon notification by CITY, correct any latent defective or faulty Work or materials which appear within five year after final completion of the Contract.

- 2.3.3 Pursuant to the requirements of Section 255.05(1), Florida Statutes, CONTRACTOR shall ensure that the Bond(s) referenced above shall be recorded in the public records of Miami-Dade County and provide CITY with evidence of such recording.
- 2.3.4 Each Bond must be executed by a surety company authorized to do business in the State of Florida as a surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for a least five (5) years.
- 2.3.5 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revisions.
- 2.3.6 The CITY will accept a surety bond from a company with a rating A:VII or better.
- 2.3.7 Failure of the successful BIDDER to execute and deliver the Contract and deliver the required bonds and Insurance Certificates as stipulated in Paragraph 2.2 shall be cause for the CITY to annul the Notice of Award and declare the Bid and any security therefore forfeited.

Contractor's Pre-Start Representation:

- 2.4 CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinance, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigations, reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work reflected in the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

Commencement of Contract Time:

- 2.5 The Contract Time shall commence to run on the date stated in the Notice to Proceed.

Starting the Project:

- 2.6 CONTRACTOR shall start to perform its obligations under the Contract Documents on the date the Contract Time commences to run. No Work shall be done at the site (as defined in Article 1), prior to the date on which the Contract Time commences to run, except with the written consent of the CITY

Before Starting Construction:

- 2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. It shall at once report in writing to CONSULTANT any conflict, error, or discrepancy which it may discover; however, it shall not be liable to CITY or CONSULTANT for its failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

Schedule of Completion:

- 2.8 Within Five (5) days after delivery of the Notice to Proceed by CITY to CONTRACTOR, CONTRACTOR shall submit to CONSULTANT for approval, an estimated construction schedule indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. The CONSULTANT shall approve this schedule or require revisions thereto within seven (7) days of its submittal. If there is more than one CONTRACTOR involved in the Project, the

responsibility for coordinating the Work of all CONTRACTORS shall be provided in the Special Conditions.

- 2.9 Within five (5) days after delivery of the executed Contract by CITY to CONTRACTOR, but before starting the Work at the site, a pre-construction conference shall be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions, and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the CITY'S representative, CONSULTANT, Resident Project Representatives, CONTRACTOR and its Superintendent.

Qualifications of Subcontractors, Material men and Suppliers:

- 2.10 Within five (5) calendar days after bid opening, the apparent lowest responsive and responsible BIDDER shall submit to the CITY and the CONSULTANT for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the CONSULTANT will notify the CONTRACTOR in writing if either the CITY or the CONSULTANT has reasonable objection to any Subcontractor, person, or organization on such list. The failure of the CITY or the CONSULTANT to make objection to any Subcontractor, person, or organization on the list within thirty (30) days of the receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the CITY or the CONSULTANT to reject defective Work, material or equipment, or any Work, material or equipment not in conformance with the requirements of the Contract Documents.
- 2.11 If, prior to the Notice of Award, the CITY or the CONSULTANT has reasonable objection to any Subcontractor, person or organization listed, the apparent low BIDDER may, prior to Notice of Award, submit an acceptable substitute without an increase in its bid price.

ARTICLE 3—CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

- 3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Contract between the CITY and the CONTRACTOR. They may be altered only by a modification as defined in Article 1.
- 3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all the documents. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, it shall, before proceeding with the Work affected thereby, immediately call it to the CONSULTANT's attention in writing. The various Contract Documents are complementary; in case of conflict, error or discrepancy, the more stringent interpretation and requirement that shall provide the maximum benefit to the City shall apply
- 3.3 The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".
- 3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure, providing the indicated functions, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the CONSULTANT before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.
- 3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

- 3.6 The CONTRACTOR shall be responsible for making the construction of habitable structures under this Contract rain proof, and for making equipment and utility installations properly perform the specified function. If he is prevented from so doing by any limitations of the Drawings or Specifications, the CONTRACTOR shall immediately notify the CONSULTANT in writing of such limitations before proceeding with construction in the area where the problem limitation exists.
- 3.7 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Florida Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of the Bid.
- 3.8 Brand names where used in the technical specifications, are intended to denote the standard or quality required for the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use capable of performing the same function, in the opinion of the CONSULTANT, as the material or product so specified. Proposed equivalent items must be approved by CONSULTANT before they are purchased or incorporated in the Work. (When a brand name, catalog number, model number, or other identification, is used without the phrase "or equal", the CONTRACTOR shall use the brand, make and model specified).
- 3.9 Throughout this agreement the male pronoun may be substituted for female and neuter and vice versa and the singular words substituted for plural and plural words substituted for singular wherever applicable.
- 3.10 All technical interpretations shall be made by the CONSULTANT as set forth in Section 9.3 below.
- 3.11 In the event that there is a conflict between or among the Contract Documents, only the latest version shall apply and the latest version of following documents are set forth in the order of their precedence so that all the documents listed above a given document shall have precedence over all the documents listed below it.
- (a) Amendments and Change Orders
 - (b) Addenda, with those;
 - (c) Drawings
 - (d) Drawings of a larger scale
 - (e) Drawings of a smaller scale
 - (f) Written dimensions
 - (g) Scaled dimensions
 - (h) Specifications, having;
 - (i) Contract with all Exhibits thereto
 - (j) Special Conditions; and
 - (k) General Conditions.

ARTICLE 4 – AVAILABILITY OF LANDS SUBSURFACE CONDITIONS REFERENCE POINTS

Availability of Lands:

- 4.1 The CITY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designed for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR.

The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of material and equipment.

- 4.2 The CITY will, upon request, furnish to the BIDDERS, copies of all available boundary surveys and subsurface tests at no cost.

Subsurface Conditions:

- 4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not limited to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the CITY/ CONSULTANT on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made part of this Contract, or any other information made available to it prior to receipt of bids. Any failure by the CONTRACTOR to acquaint itself with the available information shall not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing Work. The CITY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the CITY/ CONSULTANT.

Differing Site Conditions:

- 4.4 The CONTRACTOR shall within forty eight (48) hours of its discovery, and before such conditions are disturbed, notify the CITY in writing, of:
- 4.4.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, and
 - 4.4.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally inherent in Work of the character provided for in this Contract. The CITY shall promptly investigate the conditions, and if it finds that such conditions do materially differ to the extent as to cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- 4.5 No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in 4.4 above; provided, however, the time prescribed therefore may be extended by the CITY, but only if done in writing signed by the City Manager or the CONSULTANT.

ARTICLE 5 – INSURANCE

AIA INSURANCE PROVISION

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for bodily injury or property damage arising out of completed operations; and
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under

ARTICLE 5 - INSURANCE

Contractor's Liability Insurance:

- 5.1 CONTRACTOR and all Subcontractors shall provide and maintain in full force and effect until all the Work is performed under this Contract by the Contractor and all subcontractors, has been completed and accepted by CITY and is in full compliance with all applicable state, county and municipal laws, rules and regulations (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth below:
- 5.1.1 Worker's Compensation insurance as to all employees or borrowed servants in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy must include Employers' Liability. The CONTRACTOR shall further require in all contracts with Subcontractors that all of its Subcontractors maintain Worker's Compensation Insurance. All contracts with subcontractors must be filed with the City prior to the commencement of any work to be performed by that subcontractor.
- 5.1.2 Comprehensive General Liability with minimum limits of Worker's Compensation; Employer's Liability (\$500,000); Commercial Liability (\$500,000); Business Auto Liability (\$500,000); per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- 5.1.2 (a) Premises and Operation
- 5.1.2 (b) Independent Contractors
- 5.1.2 (c) Products and/or Completed Operations Hazard
- 5.1.2 (d) Explosion, Collapse and Underground Hazard Coverage
- 5.1.2 (e) Broad Form Property Damage
- 5.1.2.(f) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- 5.1.2(g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- 5.1.3 Business Automobile Liability with minimum limits of Two Million Dollars (\$2,000,000.00) plus a additional Ten Million Dollar (\$10,000,000.00) umbrella per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- 5.1.3 (a) Owned Vehicles.
- 5.1.3 (b) Hired and Non-Owned Vehicles
- 5.1.3 (c) Employers' Non-Ownership
- 5.2 Before starting the Work, the CONTRACTOR and each subcontractor shall file with the CITY and CONSULTANT certificates of such insurance, acceptable to the CITY, listing the City as an additional, Named Insured with the right of recovery and of direct enforcement of the terms of the insurance policy

with the name, address and telephone number of the insurance agent or broker through whom the policy was obtained; these certificates shall contain a provision that the coverage afforded under the policies shall not be canceled, endorsed, modified or changed without prior written approval of the CITY upon at least thirty (30) days prior written notice given by the insurer to the CITY and CONSULTANT by certified mail. The insurer shall be rated AVII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida.

- 5.3 The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, the subcontract shall contain the same insurance provision as set forth in section 5.1 and 5.2 above and substituting the word SUBCONTRACTOR for the word CONTRACTOR where applicable.

Fire and Extended Coverage Insurance (Builders' Risk):

- 5.4 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the CITY, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance listing the City as an additional, Named Insured with the right of recovery and of direct enforcement of the terms of the insurance policy on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract, or if the machinery located in a building that is being renovated by reason of this contract. The amount of insurance must at all times be full replacement cost with no limitations at least equal to the actual cash value of replacement of the insured property.

The policy shall be in the name of the CITY and the CONTRACTOR, as their interest may appear, and shall also cover the interests of all Subcontractors performing Work.

- 5.5 The CONTRACTOR shall provide the CITY with a Certificate of Insurance certifying that the foregoing insurance is in full force and effect; and such evidence shall include provisions that the insurance shall not be canceled, endorsed, modified or changed without prior written approval of the City upon at least thirty (30) days prior written notice given by the insurer to the CITY by certified mail.

Cancellation and Re-Insurance:

- 5.6 If any notice of endorsement, modification, change or cancellation of insurance by the insurance company is served as provided herein or should any insurance required by this contract have an expiration date that will occur during the period of this contract, the CONTRACTOR and Subcontractors shall be responsible for purchasing insurance which is in compliance with this contract and acceptable to the City which becomes effective prior to such endorsement, modification, change ,cancellation or expiration of the existing coverage so as to provide continuous coverage without any gap in coverage as specified in this section and so as to maintain coverage during the life of this Contract.
- 5.7 All deductibles must be declared by the CONTRACTOR and Subcontractors and must be approved by the CITY. At the option of the CITY, either the CONTRACTOR and Subcontractors shall eliminate or reduce such deductible or the CONTRACTOR/Subcontractor shall procure a Bond, in a form satisfactory to the CITY covering the same.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

- 6.1 The CONTRACTOR shall supervise and direct the Work. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR shall employ and maintain a qualified supervisor or superintendent (hereinafter referred to as "Supervisor" at the Work site who shall be designated in writing by the CONTRACTOR, before the CONTRACTOR commences the Work and within the time required by the Contract, as the CONTRACTOR'S representative at the site. The Supervisor or so designated shall have full authority to act on behalf of the CONTRACTOR and all communications given to the Supervisor shall be as binding as if given to the CONTRACTOR. The Supervisor(s) shall be present at each site at all times as required to perform

adequate supervision and coordination of the Work. (Copies of written communications given to the Supervisor shall be mailed to the CONTRACTOR'S home office).

- 6.1.1 The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the CONSULTANT and any CITY Representative at all reasonable times. A set of "As-Built" drawings, as well as the original Specifications, Drawings, Addenda, Modifications and Shop Drawings with annotations, shall be delivered to the CITY upon completion of the Project.

Labor, Materials and Equipment:

- 6.2 The CONTRACTOR shall provide competent, suitably qualified personnel to lay out the Work and perform construction as required by the Contract Documents. It shall at all times maintain good discipline and order at the site.
- 6.3 The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.
- 6.4 All materials and equipment shall be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or containers with seals unbroken and labels intact.
- 6.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

- 6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the CONSULTANT a list of proposed materials, equipment or products, together with such samples as may be necessary for them to determine their acceptability and obtain their approval, within ninety (90) calendar days after award of Contract unless otherwise stipulated in the Special Conditions. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the CONSULTANT.
 - 6.6.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the CONSULTANT, such material, article, or piece of equipment is of equal substance and function to that specified, the CONSULTANT may approve its substitution and use by the CONTRACTOR. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or the Contract Time.
 - 6.6.2 No substitute shall be ordered or installed without the written approval of the CONSULTANT who shall be the judge of quality.
 - 6.6.3 Delay caused by obtaining approvals for substitute materials shall not be considered justifiable grounds for an extension of construction time.
 - 6.6.4 Should any Work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any Work disarranged by such

alterations, at any time before completion and acceptance of the Project. All such Work shall be done at the expense of the CONTRACTOR.

- 6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that they have good title to all materials and supplies used by them in the Work.

Concerning Subcontractors:

- 6.7 The CONTRACTOR shall not employ any Subcontractor, against whom the CITY or the EAC Consulting Inc. may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the CITY and the CONSULTANT, unless the CONSULTANT determines that there is good cause for doing so.
- 6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between CITY or CONSULTANT and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of CITY or CONSULTANT to pay or to see to payment of any persons due subcontractor or other person or organization, except as may otherwise be required by law. CITY or CONSULTANT may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specified Work done in accordance with the schedule values.
- 6.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work performed by any specific trade.
- 6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.
- 6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
- 6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors material and men engaged upon their Work.
- 6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and give the CONTRACTOR the same power as regards to terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of the Contract Documents.
- 6.12.2 The CITY or CONSULTANT will not undertake to settle any differences between the CONTRACTOR and their Subcontractors or between Subcontractors.
- 6.12.3 If in the opinion of the CONSULTANT, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the CONTRACTOR if and when directed by the CONSULTANT in writing.

Patent Fees and Royalties:

- 6.13 The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He shall indemnify and hold harmless the CITY and the CONSULTANT and anyone directly or indirectly employed by either of them from against all claims, damages, losses and expenses (including

attorney's fees) arising out of any infringement of such rights during or after the completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

- 6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by them of materials, appliances and articles.

Permits:

- 6.15 The CONTRACTOR shall secure and pay for all construction permits and licenses and shall pay for all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid.

When such charges are normally made by the CITY and when so stated in the Special Conditions, there will be no charges to the CONTRACTOR. The CITY shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall also pay all public utility charges.

Electrical Power and Lighting:

- 6.16 Electrical power required during construction shall be provided by each prime CONTRACTOR as required by it. This service shall be installed by a qualified electrical Contractor approved by the CONSULTANT. Lighting shall be provided by the CONTRACTOR in all spaces at all times where necessary for good and proper workmanship, for inspection or for safety. No temporary power shall be used off temporary lighting lines without specific approval of the CONTRACTOR.

Laws and Regulations:

- 6.17 The CONTRACTOR shall comply with all notices, laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, it shall give the CONSULTANT prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CONSULTANT, it shall bear all costs arising there from; however, it shall not be its primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

- 6.18 Cost of all applicable sales consumer use, and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Safety and Protection:

- 6.19 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 6.19.1 All employees and other persons, who may be affected thereby,
- 6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- 6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- 6.20 The CONTRACTOR shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY.

Emergencies:

- 6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CONSULTANT or CITY, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give the CONSULTANT prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the CONTRACTOR believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Shop Drawings and Samples:

- 6.22 After checking and verifying all field measurements, the CONTRACTOR shall submit to the CONSULTANT for review, in accordance with the accepted schedule of shop drawing submissions, six (6) copies (or at the CONSULTANT option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The Shop Drawings shall be numbered and identified as the CONSULTANT may require. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction and the like to enable the CONSULTANT to review the information without any unnecessary investigation.

- 6.23 The CONTRACTOR shall also submit to the CONSULTANT for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents.

All samples shall have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

- 6.24 At the time of each submission, the CONTRACTOR shall notify the CONSULTANT, in writing, of any deviations between the Shop Drawings or samples and the requirements of the Contract Documents.

- 6.25 The CONSULTANT shall review with responsible promptness Shop Drawings and Samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the items functions. The CONTRACTOR shall make any corrections required by the EAC Consulting Inc. and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the CONSULTANT. The CONTRACTOR shall notify the CONSULTANT, in writing, of any prior Shop Drawing or revisions to Shop Drawings that are in conflict with each submission or re-submission. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute representation to the CITY and the CONSULTANT that the CONTRACTOR has either determined and/or verified all quantities, dimension, field construction criteria, materials, catalog numbers and similar data or they assume full responsibility for doing so, and that they have reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

- 6.26 No Work requiring a submittal of a Shop Drawing or sample shall be commenced until the submission has been reviewed and approved in writing by the CONSULTANT. A copy of each Shop Drawing and each approved sample shall be kept in good order, in a book or binder, in chronological order or in such other order required by the CONSULTANT in writing, by the CONTRACTOR at the site and shall be available to the CONSULTANT.

- 6.27 The CONSULTANT's review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has informed the CONSULTANT, in writing, to each deviation at the time of submission and the CONSULTANT has given written approval to the specific deviation, nor shall any review by the

CONSULTANT relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or samples.

- 6.271 The CONTRACTOR shall be liable to the CITY for any additional cost or delay that is caused by its failure to notify the CONSULTANT of any of said deviations or conflicts between Shop Drawings or due to errors in the Shop Drawings or samples.

Cleaning Up:

- 6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of final payment for the Project by the CITY, the CONTRACTOR shall remove all his surplus and discarded materials, excavated material and rubbish as well as all other material and equipment that does not form a part of the Work, from the property, roadways, sidewalks, parking areas, lawn and all adjacent property. In addition, the CONTRACTOR shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the CITY is necessary prior to its occupancy and he shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work so as to leave the whole Work and Work Site in a neat and presentable condition.
- 6.29 If the CONTRACTOR does not clean the Work site, the CITY may clean the Work Site of the materials referred to in paragraph 6.28 and charge the cost to the CONTRACTOR.

Public Convenience and Safety:

- 6.30 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies and in particular, the City of South Miami Police Department, before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Sanitary Provisions:

- 6.31 The CONTRACTOR shall provide on-site office, and necessary toilet facilities, secluded from public observation, for use of all personnel on the Work Site, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. They shall commit no public nuisance. Temporary field office and sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

- 6.32 Unless prohibited by law, or by the terms of applicable and viable insurance policies required by the Contract Documents, of a solvent insurer whose policy covers the same matters as described herein, the Contractor shall indemnify and hold harmless the CITY and the CONSULTANT, as well as their agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, received or sustained by any person or persons during or on account of or arising out of any operations connected with the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they are liable. In consideration of the separate sum of One Hundred Dollars (\$100.00) or other valuable consideration, CONTRACTOR shall indemnify and hold harmless the CITY and the CONSULTANT from any claim, damage, loss or expense that is caused in part by a party indemnified hereunder. This indemnification provision is cumulative with all other remedies or other indemnification provisions contained in the Contract Documents.
- 6.33 In the event that any action or proceeding is brought against CITY or CONSULTANT by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY shall defend such action or proceeding by counsel satisfactory to CITY. The indemnification provided above shall obligate

CONTRACTOR to defend at its own expense or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description that may be brought against CITY or EAC Consulting Inc., excluding only those claims that allege that the injuries arose out of the sole negligence of CITY or CONSULTANT.

- 6.34 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the CONSULTANT, its agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the CONSULTANT, its agents or employees provided such act or omission is the primary cause of injury or damage.
- 6.35 All of the forgoing indemnification provisions shall survive the term of the Contract to which these General Conditions are a part.

Responsibility for Connection to Existing Work:

- 6.35 It shall be the responsibility of the CONTRACTOR to connect its Work to each part of the existing Work, existing building or structure or Work previously installed as required by the Drawings and Specifications to provide a complete installation.
- 6.36 Excavations, grading, fill, storm drainage, paving and any other construction or installations in rights-of-ways of streets, highways, public carrier lines, utility lines, either aerial, surface or subsurface, etc., shall be done in accordance with requirements of the special conditions. The CITY will be responsible for obtaining all permits necessary for the Work described in this paragraph 6.36. Upon completion of the Work, CONTRACTOR shall present to CONSULTANT certificates, in triplicate, from the proper authorities, stating that the Work has been done in accordance with their requirements.
- 6.36.1 The CITY will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.
- 6.36.2 The CONSULTANT shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

- 6.37 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations (hereinafter referred to as "third parties") owning or controlling roadways, railways, water, sewer, gas, electrical conduits, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items are properly shored, supported and protected, that their location is identified and to obtain authority from these third parties for relocation if the CONTRACTOR desires to relocate the item. The CONTRACTOR shall give all proper notices, shall comply with all requirements of such third parties in the performance of his Work, shall permit entrance of such third parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such third parties for their work.
- 6.37.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties in every way possible, so that the construction can be completed in the least possible time.
- 6.37.2 The CONTRACTOR shall have made itself familiar with all codes, laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment use in or upon the Work, or in any way affect the conduct of the Work, and no

plea of misunderstanding will be considered on account of damage or delay caused by his ignorance thereof.

Use Premises:

- 6.38 CONTRACTOR shall confine its apparatus, storage of materials, and operations of its workmen to the limits indicated by law, ordinances, permits and directions of CONSULTANT and CITY, and shall not unnecessarily encumber any part of the site or any areas off site.
 - 6.38.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall it subject any work to stresses or pressures that will endanger it.
 - 6.38.2 CONTRACTOR shall enforce the rules and regulation promulgated by the CONSULTANT and CITY as well as their instructions with regard to signs, advertisements, fires and smoking.
 - 6.38.3 CONTRACTOR shall arrange and cooperate with CITY in routing and parking of automobiles of its employees, subcontractors and other personnel, as well as that of the material delivery trucks and other vehicles that come to the Project site.
 - 6.38.4 The City will designate specific areas on the site for storage, parking, etc. and the job site shall be fenced to protect the job site and the general public.
 - 6.38.5 The CONTRACTOR shall furnish, install and maintain adequate construction office facilities for all workers employed by it or by its Subcontractors. Temporary offices shall be provided and located where directed and approved by the CONSULTANT. All such facilities shall be furnished in strict accordance with existing governing regulations. Field offices shall include telephone facilities.

Protection of Existing Property Improvements:

- 6.39 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored at the expense of the CONTRACTOR to a condition equal to that existing at the time of award of Contract.

ARTICLE 7 – WORK BY OTHERS

- 7.1 The CITY may perform additional Work related to the Project or may let other direct contracts therefor which shall contain General Conditions similar to these.

The CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or the CITY, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate its Work with theirs.
- 7.2 If any part of the CONTRACTOR'S Work depends upon proper execution or results of the Work of any other contractor or the CITY, the CONTRACTOR shall promptly report to the CONSULTANT in writing any defects or deficiencies in such Work that render it unsuitable for the CONTRACTOR's Work.
- 7.3 The CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and fit to receive or be received by such other Work. The CONTRACTOR shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and shall only cut or alter their Work with the written consent of the CONSULTANT and of the other contractor whose work will be affected.
- 7.4 If the performance of additional Work by other contractors or the CITY is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the

CONTRACTOR prior to starting any such additional Work. If the CONTRACTOR believes that the performance of such additional Work by the CITY or others will cause the CONTRACTOR additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

- 7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction Work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the Work shall require specific approval of the CONSULTANT.
- 7.6 Necessary chases, slots, and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of the work of other contractors where it is cut by them and such patching and finishing shall be at the expense of CONTRACTOR
- 7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate their operation with those of the other Contractors for the best interest of the Work in order to prevent delay in the execution thereof.
- 7.8 Each of several contractors working on the Project Site shall keep themselves informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with the CONTRACTOR's operations, the CONTRACTOR shall notify the CONSULTANT immediately and in writing. Lack of such notice to the CONSULTANT shall be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of CONTRACTOR's own Work.
- 7.9 The cost of extra Work resulting from lack of notice, untimely notice, failure to respond to notice, Defective Work or lack of coordination shall be the CONTRACTOR's cost.

ARTICLE 8 – CITY'S RESPONSIBILITIES

- 8.1 The CITY will issue all communications to the CONTRACTOR through the CONSULTANT.
- 8.2 In cases of termination of employment of the CONSULTANT, the CITY will appoint a CONSULTANT whose status under the Contract Documents shall be that of the former CONSULTANT.
- 8.3 The CITY shall promptly furnish the data required of them under the Contract Documents.
- 8.4 The CITY'S duties in respect to providing lands and easements are set forth in Paragraphs 4.1 and 4.2.
- 8.5 The CITY shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

ARTICLE 9 – CONSULTANTS' STATUS DURING CONSTRUCTION

City's Representative:

- 9.1 The CONSULTANT shall be the CITY'S representative during the construction period. The duties and responsibilities and the limitations of authority of the CONSULTANT as the CITY'S representative during construction are set forth in Articles 1 through 16 of these General Conditions and shall not be extended without written consent of the CITY and the CONSULTANT.
 - 9.1.1 The CONSULTANT's decision, in matters relating to aesthetics, shall be final, if within the terms of the Contract Documents.
 - 9.1.2 Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the CITY and the CONSULTANT arising out of or relating to

this Contract or the breach thereof, shall be decided in a court of competent jurisdiction within the State of Florida.

Visits to Site:

- 9.2 The CONSULTANT shall provide an inspector to make periodic visits to the site at each phase of construction to observe the progress and quality of the executed Work and to determine if the Work is proceeding in accordance with the Contract Documents. His efforts shall be directed toward providing assurance for the CITY and all applicable regulatory agencies that construction is in compliance with the Construction Documents and applicable laws, rules and regulations. On the basis of these on site-observations as an experienced and qualified design professional, he shall keep the CITY informed of the progress of the Work and shall guard the CITY against defects and deficiencies in the Work of CONTRACTOR.

Clarifications and Interpretations:

- 9.3 The CONSULTANT shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as it may determine necessary, which shall be consistent with, or reasonably inferable from, the overall intent of the Contract Documents. If the CONTRACTOR seeks an increase in the Contract Price or extension of Contract Time based on a written clarification and/or interpretation it shall be required to submit a timely claim as provided in Articles 11 and 12.

Measurement of Quantities:

- 9.4 All Work completed under the Contract shall be measured by the CONSULTANT according to the United States Standard Measures. All linear surface measurements shall be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

- 9.5 The CONSULTANT shall have authority to disapprove or reject Work that is "Defective Work" as defined in Article 1. It shall also have authority to require special inspection or testing of the Work including Work fabricated on or off site, installed or completed as provided. In the event that the CONSULTANT requires testing of completed Work, the cost of such inspections and/or testing shall be approved in writing by the CITY. All consequential cost of such inspections and testing, including but not limited to the cost of testing and inspection, the cost of repairing any of the Work, or the work of others, the cost to move furniture and equipment and/or the cost to provide alternative facilities until the repair work can be completed, shall paid by the CONTRACTOR if the Work is found to be Defective Work.

Shop Drawings, Change Orders and Payments:

- 9.6 In connection with the CONSULTANT responsibility as to Shop Drawings and samples, see paragraphs 6.25 through 6.28, inclusive.
- 9.7 In connection with the CONSULTANT's responsibility for Change Orders see Articles 10, 11, and 12.
- 9.8 In connection with the CONSULTANT responsibilities with respect to the Application for Payment, etc., see Article 14.

Decisions on Disagreements:

- 9.10 The CONSULTANT shall be the initial interpreter of the Construction Documents.

Limitations on Consultant's Responsibilities:

- 9.11 The CONSULTANT will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto.
- 9.12 The CONSULTANT will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their agent, servants or employees, or any other person performing any of the Work under or through them.

ARTICLE 10 - CHANGES IN THE WORK

- 10.1 Without invalidating the Contract, the CITY may, at any time or from time to time, order additions, deletions or revisions in or to the Work which shall be authorized by written Change Orders. Upon receipt of a Change Order, the CONTRACTOR shall proceed with the Work involved. All such Work shall be performed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CITY MANAGER and the CONTRACTOR indicates their agreement to the terms of the Change Order. All Change Orders shall be certified by the CONSULTANT as to the appropriateness and value of the change in the Work as well as to any change in the time to complete the Work under the circumstances.
- 10.2 The CONSULTANT may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the CONSULTANT's Field Order entitles the CONTRACTOR to an increase in the Contract Price or extension of Contract Time, he must make a timely claim as provided in Articles 11 and 12 or otherwise the CONTRACTOR shall be deemed to have waived such claim.
- 10.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order shall not entitle it to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.22 and except as provided in paragraph 10.2.
- 10.4 The CITY will execute appropriate Change Orders prepared by the CONSULTANT covering changes in the Work, to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.22 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the CONSULTANT.
- 10.5 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Time and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such an adjustment to the CITY before commencement of the Change Order Work. The Work shall be stopped until the CONTRACTOR provides such proof of adjustment in the Bond amount and any such delay shall be charged to the CONTRACTOR.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for Performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at its expense without changing the Contract Price.
- 11.2 The CITY may, at any time, without written notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes to or in:
- 11.2.1 specifications (including drawings and designs);
 - 11.2.2 method or manner of performance of the Work.
 - 11.2.3 CITY-furnished facilities, equipment, materials, services, or site; or
 - 11.2.4 acceleration in the performance of the Work.

- 11.3 Except as provided in this section, or sections referred to in this section, no order, statement, or conduct of the CITY shall be treated as a Change Order or entitle the CONTRACTOR to an equitable adjustment unless and until the change in the Work is specifically and expressly provided for in a written Change Order, or as otherwise provided in another section of the Contract Documents.
- 11.4 When a Change Order is issued by the CONSULTANT and signed by the CITY or issued by the CITY in writing, the CONTRACTOR shall perform the Work even if the CONTRACTOR does not agree with the dollar amount of the Change Order. If any Change Order causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Work under this Contract, for which the CITY and the CONTRACTOR cannot reach a timely agreement, an equitable adjustment based on the cost of the Work shall be made and the Contract modified accordingly.
- 11.5 If the CONTRACTOR intends to assert a claim for an equitable adjustment or contest the equitable adjustment made by the CONSULTANT, it shall, within ten (10) days after receipt of a written Change Order, submit to the CITY and CONSULTANT a written notice including a statement setting forth the general nature and monetary extent of such claim for equitable adjustment, time extension requested and supporting data. In determining the cost of the Change Order, the costs shall be limited to those listed in section 11.7 and 11.8.
- 11.6 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if not submitted in accordance with this section or if asserted after final payment under this Contract.
- 11.7 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 11.7.1 By negotiated lump sum.
- 11.7.2 On the basis of the reasonable cost and savings that results from the change in the Work plus a mutually agreed upon fee to the CONTRACTOR to cover overhead and profit not to exceed 15%. If the CONTRACTOR disagrees with the CONSULTANT's determination of reasonable costs, the CONTRACT shall provide a list of all costs together with backup documentation
- 11.8 The term cost of the Work means the sum of all direct extra costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Change Order. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in Miami-Dade County and shall include only the following items:
- 11.8.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to: salaries and wages, plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above only if authorized by CITY and provided it was not in any way, whether in whole or in part the result of the fault of the CONTRACTOR due to negligence of the CONTRACTOR or those acting by or through him or due in whole or in part to Defective Work of the CONTRACTOR.
- 11.8.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and manufacturers' field services required in connection therewith. The CONTRACTOR shall notify the CITY of all cash discounts that are available and offer the CITY the opportunity to deposit funds with the CONTRACTOR for the payment for items that offer a discount. Cash discounts shall accrue to CONTRACTOR unless the CONTRACTOR fails to timely notify the CITY of the discounts or if the CITY deposits funds with CONTRACTOR with which to make payments in which cases the cash discounts shall accrue to the CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

- 11.8.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to CITY who will then determine, with the advice of the CONSULTANT, which Bids will be accepted. No subcontract shall be a cost plus contract unless approved in writing by the CITY. If a Subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the cost of the Work shall be determined in accordance this section 11.8 and in such case the word "Subcontractor" shall be substituted for the word "CONTRACTOR".
- 11.8.4 Rentals of all construction equipment and machinery, except hand tools, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 11.8.5 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
- 11.8.6 Payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.
- 11.8.7 The cost of utilities, fuel and sanitary facilities at the site.
- 11.8.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 11.8.9 Cost of premiums for additional Bonds and insurance required solely because of changes in the Work, not to exceed two percent (2%) of the increase in the Cost of the Work.
- 11.9 The term Cost of the Work shall NOT include any of the following:
- 11.9.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in Subparagraph 11.5.
- 11.9.2 Expenses of CONTRACTOR'S principal and branch offices other than its office at the site.
- 11.9.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 11.9.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in Subparagraph 11.8.9).
- 11.9.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 11.9.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.8.
- 11.10 The CONTRACTOR'S fee which shall be allowed to CONTRACTOR for its overhead and profit shall be determined as follows:
- 11.10.1 A mutually acceptable firm fixed price; or if none can be agreed upon.

11.10.2 A mutually acceptable fixed percentage (not to exceed 15%).

- 11.11 The amount of credit to be allowed by CONTRACTOR to CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease in costs calculated in the same manner as provided in 11.8. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credit, provided however, the CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

ARTICLE 12 - TIME FOR COMPLETION, LIQUIDATED DAMAGES AND CHANGE OF THE CONTRACT TIME

- 12.1 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work shall be commenced on the date specified in the Notice to Proceed.
- 12.2 The CONTRACTOR shall proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extension of time shall be granted due to inclement weather except as provided in section 12.7.
- 12.3 If the CONTRACTOR shall fail to complete the Work within the Contract Time, or extension of time granted by the CITY, then the CONTRACTOR shall pay to the CITY the amount of liquidated damages as specified in the Contract Documents for each calendar day after the scheduled date for completion as adjusted by written Change Orders that extended the completion date.
- 12.3.1 These amounts are not penalties but are liquidated damages incurred by the CITY for its inability to obtain full use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.
- 12.3.2 CITY is authorized to deduct the liquidated damages from monies due to CONTRACTOR for the Work under this Contract.
- 12.4 The Contract Time may only be changed by a written Change Order. Any claim for an extension in the CONTRACT TIME shall be based on written notice delivered to the CITY and CONSULTANT within five (5) days of the occurrence of the event giving rise to the claim and stating the general nature of the claim including supporting data. All claims for adjustment in the Contract Time shall be evaluated and recommended by the CONSULTANT, with final approval by the CITY'S representative. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.
- 12.5 All time limits stated in the Contract Documents are of the essence of the Contract.
- 12.6 No claim for delay shall be allowed because of failure to furnish Drawings before the expiration of fourteen (14) days after demand has been made in writing to the CONSULTANT for such Drawings. Furthermore, there shall be no monetary compensation for such delay and the CONTRACTOR's sole remedy shall be an extension of time for the period of delay.
- 12.7 Extensions to the Contract Time for delays caused by the effects of inclement weather shall not be granted unless the weather was unusual for South Florida and could not have been anticipated, the abnormal weather is documented by records from the national weather service and the abnormal weather is documented to have had a substantial affected on the construction schedule.
- 12.8 No Damages for Delay: The CONTRACTOR agrees that he shall not have any claim for damages due to delay unless the delay exceeds 6 months, whether individually or cumulatively, and then the damages shall be limited to increased cost of materials that were unanticipated and that would not have

been incurred but for the delay. Other than as set forth above, the only remedy for any delay shall be limited to an extension of time as provided for in Section 12.4 which shall be the sole and exclusive remedy for such resulting delay. Other than as set forth above, CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, overhead or lost profits, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

ARTICLE 13 - GUARANTEE

- 13.1 The CONTRACTOR shall guarantee and unconditionally warrant through either the manufacturer or the CONTRACTOR directly, all materials and equipment furnished and Work performed for patent Defective Work for a period of one (1) year from the date of Final Acceptance as indicated in the CONSULTANT Letter of Recommendation of Acceptance or from the date when the defect was first observable, whichever is later. The same guarantee and unconditional warranty shall be extend for five (5) years from the date of Final Acceptance as indicated in the CONSULTANT Letter of Recommendation of Acceptance for latent Defective Work. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to commence to correct such Defective Work within ten (10) days after having received written notice of the defect, or should the CONTRACTOR commence the corrective work, but fail to prosecute the corrective work continuously and diligently and in accordance with the Contract Documents, applicable law, rules and regulations, the CITY may declare an event of default, terminate the Contract in whole or in part and cause the Defective Work to be removed or corrected and to complete the Word at the CONTRACTOR's expense, and the CITY shall charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.
- 13.2 The specific warranty periods listed in the Contract Documents, if different from the period of time listed in Section 13.1, shall take precedence over Section 13.1.

ARTICLE 14 - PAYMENTS AND COMPLETION

Payments to Contractor

- 14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR shall submit to the CONSULTANT a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the CONSULTANT may reasonably require. All progress payment applications after the first progress payment shall be accompanied by partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the work during the period of time for which the previous progress payment was made, releasing such claims and lien rights, if any, of those persons.

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the CITY, which establishes the CITY'S title to the material and equipment as well as certificates of insurance providing coverage for 100% of the value of said material and equipment covering the material and equipment from all casualties as well as theft, vandalism, fire and flood. The CONTRACTOR shall replace at its expense any stored materials paid for which are either damaged or stolen before installation. The CONSULTANT will within ten (10) days after receipt of each partial payment estimate, either certifying in writing its approval of payment and present the partial payment estimate to the CITY, or return the partial payment estimate to the CONTRACTOR, indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The CITY, will within thirty (30) days of presentation to it of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The CITY shall retain ten (10%) percent of the amount of each payment until Final Completion and Acceptance of all Work covered by the Contract Documents. Any interest earned on the retainage shall accrue to the benefit of the CITY.

- 14.2 The CONTRACTOR, before it shall receive final payment, shall deliver to the CITY a Contractor's Final Payment Affidavit as set forth in the Florida Construction Lien Statute as well as final releases of lien executed by all persons who have performed or furnished labor, services or materials, directly or indirectly, which was incorporated into the Work. If any person refuses to provide such a release or provides a conditional release, the CITY shall have the right to issue a joint check made payable to the CONTRACTOR and such person.

Contractor's Warranty of Title

- 14.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment whether the Work, material or equipment is incorporated in the Project or not, shall have passed to the CITY prior to the making of the Application for Payment, free and clear of all liens, claims, security interest and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no Work, materials or equipment, covered by an Application for Payment, will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, under or pursuant to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payment

- 14.4 The CONSULTANT's approval of any payment requested in an Application for Payment shall constitute a representation by him to the CITY, based on the CONSULTANT's on site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and supporting data, that the Work has progressed to the point indicated in the Application for Payment; that, to the best his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon substantial completion as defined in Article 1, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving, any such payment the CONSULTANT shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he had made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the CITY free and clear of any liens.

- 14.5 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this Work and that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location, and payment received from the last request for payment has been used to make payments to all his Subcontractors and suppliers, except for the amounts listed below beside the names of the persons who performed work or supplied materials".

In the event that the CONTRACTOR withholds payment from a Subcontractor or Supplier, the same amount of money shall be withheld from the CONTRACTOR's payment until the issue is resolved by written agreement between them and then a joint check shall be made payable to the person in question and the CONTRACTOR in accordance with the settlement agreement, otherwise the money shall be held by the CITY until a judgment is entered in favor of the CONTRACTOR or the person, in which case the money shall be paid according with said judgment. Nothing contained herein shall indicate an intent to benefit any third persons who are not signatories to the Contract.

- 14.6 The CONSULTANT may refuse to approve the whole or any part of any payment if, in its opinion, it is unable to make such representations to the CITY as required this Section 14. It may also refuse to approve any payment, or it may void any prior payment application certification because of subsequently discovered evidence or the results of subsequent inspection or tests to such extent as may be necessary in its opinion to protect the CITY from loss because:

- 14.6.1 of Defective Work, or completed Work has been damaged requiring correction or replacement,
- 14.6.2 the Work for which payment is requested cannot be verified,
- 14.6.3 claims of Liens have been filed or received, or there is reasonable evidence indicating the probable filing or receipt thereof,
- 14.6.4 the Contract Price has been reduced because of modifications,
- 14.6.5 the CITY has correct Defective Work or completed the Work in accordance with Article 13.
- 14.6.6 of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,
- 14.6.7 of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,
- 14.6.8 of liquidated damages payable by the CONTRACTOR, or
- 14.6.9 of any other violation of, or failure to comply with provisions of the Contract Documents.
- 14.7 Prior to Final Acceptance the CITY, with the approval of the CONSULTANT, may use any completed or substantially completed portions of the Work provided such use does not interfere with the CONTRACTOR's completion of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- 14.8 The CITY shall have the right to enter the premises for the purpose of doing Work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the CITY.
- 14.9 Upon completion and acceptance of the Work the CONSULTANT shall issue a Certificate attached to the Final Application for Payment that the Work has been accepted by it under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the CITY, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the Work.

Acceptance of Final Payment as Release

- 14.10 The Acceptance by the CONTRACTOR of Final Payment shall be and shall operate as a release to the CITY and a waiver of all claims and all liability to the CONTRACTOR other than claims previously filed and unresolved. The waiver shall include all things done or furnished in connection with the Work and for every act and neglect of the CITY and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.
- 14.11 The CONSULTANT may void any certification of Substantial Completion or Final Completion of the Work as may be necessary in his opinion to protect the CITY from loss if he determines, because of subsequently discovered evidence or the results of subsequent inspection or tests, that:
 - 14.11.1 the Work is defective, or that the completed Work has been damaged due to the fault of the CONTRACTOR or any individual or entity operating under or through it requiring correction or replacement to the extent that the project is no longer Substantially Completed, or in the case of Final Completion certification, is not longer Finally Completed.
 - 14.11.2 the Work necessary to be completed for the purpose of certifying the work as being Substantially Completed or Finally Completed cannot be verified,
 - 14.11.3 claims or Liens have been filed or received, or there is reasonable evidence indicating the probable filing or receipt thereof that, if valid and paid, would reduce the amount owing to the

CONTRACTOR BY 20% in the case of Substantial Completion and 5% in the case of Final Completion.

14.11.5 there is Defective Work the value of which, if deducted from the contract price would reduce the amount owing to the CONTRACTOR BY 20% in the case of Substantial Completion and 5% in the case of Final Completion.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.1 The CITY may, at anytime and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR and the CONSULTANT, which shall fix the date on which Work shall be resumed. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension and if a claim is timely made and if it is allowed under the terms of Articles 11 or Article 12.

City May Terminate

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any its property, or if he files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the CONSULTANT, or if he otherwise violates any provision of, the Contract Documents, then the CITY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and the Surety seven (7) days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety on the Performance Bond shall pay the difference to the CITY. Such costs incurred by the CITY shall be determined by the CONSULTANT and incorporated in a Change Order.

If after termination of the CONTRACTOR under this Section, it is determined by a court of competent jurisdiction for any reason that the CONTRACTOR was not in default, the rights and obligations of the CITY and the CONTRACTOR shall be the same as if the termination had been issued pursuant to Section 15.5

15.4 Where the CONTRACTOR'S services have been so terminated by the CITY said termination shall not affect any rights of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the CITY due the CONTRACTOR shall not release the CONTRACTOR from liability.

15.5 Upon seven (7) days written notice to the CONTRACTOR and the CONSULTANT, the CITY may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract for the convenience of the CITY. In such case, the CONTRACTOR shall be paid for all Work executed and accepted by the CITY as of the date of the termination, minus any deduction for damage or Defective Work. No payment shall be made for profit for Work which has not been performed.

Removal of Equipment

15.6 In the case of termination of this Contract before completion for any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of its equipment and supplies from the property of the CITY. Should the CONTRACTOR not remove such equipment and supplies, the CITY shall have the right to remove them at the expense of the CONTRACTOR and the CONTRACTOR agrees that the CITY shall not be liable for loss or damage to such equipment or

supplies. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate

- 15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the CITY or by order of other public authority, or under an order of court or the CONSULTANT fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails to pay the CONTRACTOR any sum approved by the CONSULTANT, within thirty (30) calendar days of its approval, and presentation, then the CONTRACTOR may, upon twenty (20) calendar days written notice to the CITY and the CONSULTANT, terminate the Contract. The CITY may remedy the delay or neglect within the twenty (20) calendar days time frame. If timely remedied by the CITY the Contract shall not be considered terminated. In lieu of terminating the Contract, if the CONSULTANT has failed to act on an Application for Payment or the CITY has failed to make any payment as afore said, the CONTRACTOR may upon ten (10) calendar days notice to the CITY and the CONSULTANT stop the Work until it has been paid all amounts then due.

Indemnification of Consultant.

- 15.8 The CONTRACTOR and the CITY hereby acknowledges that the CONSULTANT may be reluctant to rule on any disputes concerning the Contract Documents or on the performance of the CONTRACTOR or the CITY pursuant to the terms of the Contract Documents. Therefore, the CITY or the CONTRACTOR, at the CONSULTANT's request, agree to provide the CONSULTANT with a written indemnification and hold harmless agreement to indemnify and hold the CONSULTANT harmless before the CONSULTANT makes an interpretation, de-certifies a payment application, decertifies Substantial Completion, decertifies Final Completion, certifies an event of default, or approves any action which requires the approval of the CONSULTANT.

ARTICLE 16 - MISCELLANEOUS

- 16.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last known business address.
- 16.2 The Contract Documents shall remain the property of the CITY. The CONTRACTOR and the CONSULTANT shall have the right to keep one record set of the Contract Documents upon completion of the Project.
- 16.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions, if any, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by the Contract Documents and the rights and remedies available to the CITY and CONSULTANT thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.
- 16.4 Should the CITY or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within twenty one (21) days of the first observance of such injury or damage.

ARTICLE 17 - WAIVER OF JURY TRIAL

- 17.1 CITY and CONTRACTOR knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim arising out of the Contract Documents or the performance of the Work thereunder.

ARTICLE 18 - ATTORNEYS FEES JURISDICTION / VENUE / GOVERNING LAW

- 18.1 The Contract shall be construed in accordance with and governed by the law of the State of Florida.

- 18.2 The parties submit to the jurisdiction of any court of competent jurisdiction in Florida regarding any claim or action arising out of or relating to the Contract or Contract Documents. Venue of any action to enforce the Contract shall be in Miami-Dade County, Florida.
- 18.3 If either the CITY or CONTRACTOR seeks to enforce the terms of the Contract by court proceedings, the prevailing party shall be entitled to recover all such costs and expenses, including, but not limited to, court costs, and reasonable attorney's fees.
- 18.3 Except as may be otherwise provided in the Contract Documents, all claims, counterclaims, disputes and other matters in question between the CITY and the CONTRACTOR arising out of or relating to this Contract or the breach thereof, shall be decided in a court of competent jurisdiction within the State of Florida.

ARTICLE 19 - PROJECT RECORDS

- 19.1 The CITY shall have right to inspect and copy during regular business hours at CITY'S expense, the books and records and accounts of CONTRACTOR which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR which relate to the Project. CONTRACTOR shall retain and make available to CITY all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, CONTRACTOR shall provide CITY access to its books and records upon five (5) days written notice.

ARTICLE 20 - SEVERABILITY

- 20.1 If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 21 – INDEPENDENT CONTRACTOR

- 21.1 The CONTRACTOR is an independent CONTRACTOR under the Contract. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the CONTRACTOR.

SUPPLEMENTARY CONDITIONS

SW 64th Court Drainage Improvements Project Phase I

A. In accordance with ARTICLE 1 of the General Conditions CONSULTANT is defined as follows

Principal Consultant, Civil Engineer of Record, and City Engineer

EAC Consulting Inc.
815 NW 57th Ave # 402
Miami, Florida 33126
305-265-5400

- B. Work that is unsatisfactory, faulty, or deficient in that it: does not conform to the Contract Documents, or does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's -recommendation of final payment (unless responsibility for the protection thereof has been
- C. Nothing herein shall prevent the CITY from terminating the services of the CONSULTANT or from substituting another "person" as defined in Article 1
- D. Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the CONTRACTOR and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall rule on the disputed issue and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.
- E. Non-conformance to Contract: The City of South Miami may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the CONTRACTOR at his own expense and redelivered at his expense. Rejected goods left longer than thirty (30) calendar days shall be regarded as abandoned and the City shall have the right to dispose of them as its own property and the CONTRACTOR thereby waives any claim to the good or to compensation of any kind. Rejection for non-conformance or failure to meet delivery schedules may result in the Contract being found in default.
- 1 Default Provision: In case of default by the CONTRACTOR, the City of South Miami may procure the articles or services from other sources and hold the CONTRACTOR responsible for any excess costs occasioned or incurred thereby.
 - 2 Indemnification: The CONTRACTOR shall indemnify, save harmless, and defend the City of South Miami, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the CONTRACTOR, its agents, servants or employees in the provision of goods or the performance of services pursuant to the Contract and/or from any procurement decision of the CITY including without limitation, awarding the Contract to the CONTRACTOR.
 - 3 Secondary/Other Contractors: The CITY reserves the right in the event the CONTRACTOR cannot provide an item(s) or service(s) in a timely manner as requested, to obtain the good and/or services from other sources and deducting the cost from the Contract Price without violating the intent of the Contract.
 - 4 Assignment: The CONTRACTOR shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Invitation to Bid and monies, which may be due hereunder, are not assignable except with prior written approval of the City Manager.

- 5 Plans for Construction: The successful BIDDER will be furnished four sets of Contract Documents without charge. Any additional copies required will be furnished to the BIDDER at a cost to the BIDDER equal to the reproduction cost.
- 6 Warranty/Guarantee: CONTRACTOR shall act as agent, on a limited basis for the City, solely for the follow-up concerning warranty compliance for all items under manufacturer's Warranty/Guarantee and for the purpose of completing all forms for Warranty/Guarantee coverage under this Contract.

**PROJECT MANUAL
FOR
SW 64TH COURT DRAINAGE IMPROVEMENTS
(Manor Ln to Sunset Drive)**

**CITY OF SOUTH MIAMI
City's BID No.: CI 07-1205**

“Excellence, Integrity and Inclusion”



CITY COMMISSION:

Mayor:	Philip K. Stoddard, PhD
Vice Mayor:	Valerie Newman
Commissioner:	Velma Palmer
Commissioner:	Brian D. Beasley
Commissioner:	Walter A. Harris
Acting City Manager:	Roger M. Carlton
City Attorney:	Laurence Feingold
City Clerk:	Maria M. Menendez
Acting Public Works Director:	Ruby De la Torre

March, 2010

EAC Project No.: 08024-SD01-01



EAC Consulting, Inc.

**815 NW 57th Ave, Suite 402
Miami, FL 33126
Phone: (305) 265-5400
Fax: (305) 264-8363
CA#7011**

TABLE OF CONTENTS

Section	Description
00020	NOTICE OF BID INVITATION
00200	INSTRUCTIONS TO BIDDERS
00300	PROPOSAL
00350	CONTRACTOR'S QUESTIONNAIRE
00410	BID BOND
00500	CONTRACT
00610	PERFORMANCE BOND
00620	PAYMENT BOND
00650	CERTIFICATE OF INSURANCE
00660	ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS
00665	TRENCH SAFETY ACT COMPLIANCE
00700	GENERAL CONDITIONS
00800	SUPPLEMENTARY CONDITIONS
00850	BASIC FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)/ FEDERAL HIGHWAY ADMINISTRATION (FHWA) CONTRACT PROVISIONS
00900	ADDENDUM
DIVISION 2 -	SITE WORK
02001	MOBILIZATION
02230	SITE CLEARING
02201	EARTHWORK FOR UTILITY STRUCTURES
02221	TRENCHING, BEDDING, AND BACKFILL FOR PIPE
02223	EXCAVATION BELOW NORMAL GRADE AND GRAVEL REFILL
02576	PAVING AND RESURFACING
02720	STORM DRAINAGE SYSTEM

Section	Description
DIVISION 3 - CONCRETE	
03100	CONCRETE PAVERS
03200	CONCRETE REINFORCEMENT
03250	CAST-IN-PLACE CONCRETE (SIDEWALKS, CURBS, CURB & GUTTER, CROSSWALKS AND MISCELLANEOUS CONCRETE)
03300	CAST-IN-PLACE CONCRETE (STRUCTURES)
03345	CONCRETE FINISHING (STRUCTURES)
03480	PRECAST CONCRETE SPECIALTIES
DIVISION 4 - MASONRY	
04200	UNIT MASONRY
DIVISION 5 - METALS	
05500	METAL FABRICATIONS
05700	ORNAMENTAL METAL
DIVISION 6 - WOOD AND PLASTICS	
06100	CARPENTRY
DIVISION 7 - THERMAL & MOISTURE PROTECTION	
07610	PREFORMED/PREFINISHED METAL ROOFING
07720	SEALANT AND CAULKING
DIVISION 9 - FINISHES	
09201	STUCCO
09900	PAINTING
DIVISION 10 - SPECIALTIES	
10240	METAL ARCHITECTURAL MESH

Section	Description
APPENDIX A	CITY OF SOUTH MIAMI SIGN
APPENDIX B	STATE FINANCIAL ASSISTANCE AGREEMENT (DEP AGREEMENT No. LP6782)



NOTICE OF BID INVITATION
CITY OF SOUTH MIAMI BID NO. CI09-0727

The City of South Miami will receive sealed proposals until **3:00 P.M.** local time on **Wednesday, August 26, 2009** at the **City Clerk's office**, South Miami City Hall, 6130 Sunset Drive, South Miami, Florida 33143, for the following project:

SW 64TH COURT DRAINAGE IMPROVEMENTS
(From Manor Ln to Sunset Drive)

The project consists of the reconstruction of roadway asphalt overlay, drainage upgrades, signage and pavement markings. The project limits are from Manor Ln to Sunset Drive along SW 64th Court. Project elements include clearing and grubbing, curb, drainage upgrades, paving, signage and pavement markings.

Bids will be opened publicly at or shortly after **3:05 P.M.** on **Wednesday, August 26, 2009** at the South Miami City Hall, City Commission Chambers, 6130 Sunset Drive, South Miami, Florida 33143.

Bid documents may be obtained on or after **Monday, July 27, 2009** from South Miami City Hall, City Clerk's office, 6130 Sunset Drive, South Miami, Florida 33143. A non-refundable fee of **\$200.00** per set of plans and specifications is required.

The bid will be awarded to the lowest responsible responsive bidder. If, however, the City Manager deems it to be in the best interest of the City of South Miami, the City of South Miami reserves the right to reject any and all bids, to waive any informalities or minor defects in any bids, and to increase or decrease the quantities shown in the Bid Form. Bids, which contain irregularities of any kind, may be rejected as informal.

A non-mandatory pre-bid conference will be held at South Miami City Hall, City Commission Chamber, 6130 Sunset Drive, South Miami, Florida 33143, at **10:00 A.M.** local time **Monday, August 10, 2009**. All interested contractors are invited to attend. The City of South Miami is an Equal Opportunity Employer and encourages the participation of certified Black MBE contractors.

This Project is supported by the American Recovery and Reinvestment Act (ARRA) of 2009. It is subject to the ARRA criteria and conditions, including the Buy American Act requirements of ARRA Section 1605.

Maria M. Menendez
City Clerk

SECTION 00200

INSTRUCTIONS TO BIDDERS

1. BID FORM

All bids must be submitted in conformity with the requirements of the Project Manual and on the Bid Form included herewith (Section 300). Also include the Contractor's Questionnaire (Section 00350, with copies of applicable licenses and certifications, latest financial statement, and a list of similar projects completed), and Bid Bond (Section 00410). The bids shall be placed in sealed envelopes, marked on the outside with the Contractor's name, address, phone number and Project Name, with the words 'SEALED – DO NOT OPEN UNTIL OFFICIAL BID OPENING DATE' clearly marked on the outside. Bids, which contain irregularities of any kind, or incomplete bids, may be rejected as informal.

2. BID GUARANTY

The bid must be accompanied by a Bid Guaranty which shall be for an amount equal to five percent (5%) of the proposal, and at the option of the bidder may be a certified check, cashier's check, or bid bond. Cash deposits will not be accepted. The Guaranty shall be forfeited if the successful bidder fails to enter into a contract in the form shown within ten (10) working days of the Notice of Award of the Contract. The checks and bid bonds of all except the three lowest bidders will be returned immediately after the opening of bids, and the remaining checks or Bid Bonds will be returned within ten (10) working days after the signing of the contract by the successful bidder.

3. TIME FOR RECEIVING BIDS

Bids received prior to the time of opening shall be securely kept, unopened. All bids shall be delivered to the City Clerk's office, City of South Miami, 6130 Sunset Drive, South Miami, Florida, 33143. No bids will be received after 3:00 P.M. on date of bid opening.

4. QUESTIONS' DEADLINE

Deadline for submitting questions is Monday, November 26th, 2007, 5:00 p.m. All questions shall be submitted in writing by letter or fax.

5. WITHDRAWAL OF BIDS

Bids may not be withdrawn for a period of ninety (90) days from the opening thereof.

6. BIDDERS PRESENT

At or shortly after **3:05 P.M. on Wednesday, December 5th, 2007**, the bids will be opened and their contents will be made public for the information of the bidders and others properly interested, who may be present either in person or by representative.

7. AWARD OF CONTRACT/NOTICE TO PROCEED

The contract will be awarded not later than **ninety (90) days from the bid opening date** to the lowest responsible, responsive bidder, complying with the conditions of the Notice of Bid Invitation, provided his bid is reasonable, and it is in the interest of the City to accept it. The City however, reserves the right to reject any or all bids. The Notice to proceed will be issued to the Contractor no earlier than March 1, 2008.

8. BASIS OF AWARD

The award of bid will be made to the lowest responsible responsive bidder. The City of South Miami reserves the right to determine the lowest bid on the basis of the base bid only, or on the base bid plus the additive alternate if chosen by the City to be included in the proposed contract.

9. QUALIFICATIONS OF BIDDERS

In the event portions of the work called for in the specifications are to be installed, constructed, or assembled by a sub-contractor or sub-contractors, the bidder must fill in the information requested in the Proposal. The nature of this urban reconstruction project is such, that it is essential that the company actually performing the concrete curb and sidewalk, as well as concrete and paver intersection treatments, be highly skilled and qualified in this type of quality, decorative finish construction. Lack of experience in this type of construction shall be grounds for consideration of a bid as non-responsive.

10. WARRANTY

Neither the final payment nor any provision of the Contract Documents, nor the use of the equipment by the City shall constitute an acceptance of items found not to comply with stipulations of the Contract Documents. The Contractor shall furnish suitable warranty and guarantee equal to that generally furnished to purchasers of the equipment described herein. Please refer to paragraph 21 of the Supplementary Conditions for additional express warranties by Contractor.

11. INSURANCE

The bidder to whom a Contract is awarded shall take out and maintain Worker's Compensation Insurance to cover all his/her employees as well as maintain public liability and property damage insurance during the term of this contract and until the last day of furnishing work, labor, services and materials for the project described herein. Refer to Certificate of Insurance (Section 650), General Conditions (Section 700) and Supplementary Conditions (Section 800). The City of South Miami and Corzo Castella Carballo Thompson Salman, P.A., shall be named as additional insured in all policies required under this contract.

12. ELIGIBLE BIDDERS

The City reserves the right, before awarding a Contract, to require a Bidder to submit evidence of his/her qualifications, as may be deemed necessary, and consider any evidence available to it of the financial, technical, and other qualifications and abilities of the bidder. The Contract will be awarded only to a Bidder fully qualified to under take the proposed work. All material or services must meet all applicable Federal, State and Local specifications and permit requirements.

13. SAFETY PRECAUTIONS

The Contractor shall maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient safety standards required by Municipal, County, State and Federal ordinances and laws.

14. PRE-BID INSPECTION

The Bidder, before submitting a Proposal, is required to visit and examine the site of the work and satisfy himself/herself about the character of the work, any possible difficulties,

and all conditions and circumstances which do and may affect the work.

15. PERFORMANCE AND PAYMENT BONDS

Within ten (10) working days of the award of the Contract, the successful bidder shall furnish a Performance and a Payment Bond in the form shown on Sections 00610 and 00620 guaranteeing the faithful performance of his contract and for the payment of all persons performing labor or furnishing materials in connection therewith. Each bond shall be in the amount of one hundred percent (100%) of the Contract price.

16. PERMITS

When necessary the successful bidder will be required to obtain the necessary permits from Miami-Dade Water & Sewer Department and from the City of South Miami, located at 6130 Sunset Drive, South Miami, Florida 33143. The City of South Miami's Public Works permit fee will be waived by the City of South Miami. The contractor is responsible for all necessary end of construction clearance, certification or release fees required by local agencies, if applicable.

17. WARRANTY AND MAINTENANCE BOND

The Contractor warrants the water facilities to be owned by the County shall be free from defects in materials and workmanship for a period of one (1) year from final acceptance by the County. An executed maintenance bond, as required by Miami-Dade WASD, shall be delivered to WASD as part of the final conveyance and prior to final payment. If it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the County of those repairs and/or replacement.

18. CONTRACTOR'S QUESTIONNAIRE

Section 00350 contains the form entitled "Contractor's Questionnaire." This form must be completed and submitted as an integral part of the bid package.

19. QUALIFICATION OF SURETIES

A. General: The following requirements shall be met by all surety companies furnishing bid, performance payment or other type of bonds:

B. Qualifications: As to companies being rated acceptable:

1. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class V or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.
2. The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (1982 Revision) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
3. All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.

C. Limitations: Bonding Limits or Bonding Capacity refer to the limit or amount of Bond acceptable on any one risk.

1. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on anyone risk (penalty or amount of any one bond).

D. Requirements:

1. Policy Holders Surplus is required to be 5 times the amount of any one bond.
2. The Agent countersigning the bond shall be a resident of Dade County.

20. DEFINITIONS

Terms used in the "Instructions To Bidders" shall be as defined in the General Conditions.

END OF SECTION

SECTION 00300

PROPOSAL

SW 64TH COURT DRAINAGE IMPROVEMENTS (Manor Ln to Sunset Drive) CITY OF SOUTH MIAMI, FLORIDA

City Clerk's Office
City Hall
6130 Sunset Drive
South Miami, Florida 33143

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he has made sufficient observations of the conditions of the proposed Project Site to satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefore, that he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings, including bid item quantities, and Specifications are sufficient for the work to be done and he has examined the other Contractual Documents relating thereto, including the Notice of Bid Invitation, Instructions to Bidders, Proposal, Contract, Supplementary Conditions, and Special Conditions, Technical Specifications, Drawings and has read all addenda prior to the receipt of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of South Miami (Owner), in the form of contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in the manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the work not being completed within the time limit stated in the Contract Form.

Payment Bonds each in the amount of one-hundred percent of the Contract price, within ten (10) consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his part to execute the said Contract and Performance and Payment Bonds within the ten (10) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying his bid and the money payable thereon

shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Performance and Payment Bonds are filed.

The undersigned agrees to accept in full compensation therefore the total of the lump sum prices for the items named in the following schedule, based on the plan quantities contained within this bid form. Furthermore, the undersigned has checked these quantities and agrees that bid quantities are correct and adequate to complete the job in its entirety, as described in the contract document.

Bidders Certificate of Competency No. _____

Bidders Occupational License No. _____

Acknowledgment is hereby made of the following Addenda received since issuance of the Project Manual:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Attached hereto is a cashier's check on the _____

_____ Bank of _____

_____ or Bid Bond for the sum of _____

_____ Dollars

(\$ _____), made payable to the City of South Miami, Florida.

(Name of Bidder) (Affix Seal) L.S.

Signature of Officer L.S.

(Title of Officer) L.S.

Address: _____

City: _____ State: _____

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Name of the executive who will give personal attention to the work:

LIST OF MAJOR SUB-CONTRACTORS

Bidders are required to list with the Proposal, on this sheet all major sub-contractors included for the prosecution of the work. Failure to complete the list may be cause for declaring the Proposal irregular.

The successful bidder shall employ the sub-contractors listed hereunder for the class of work indicated, which list shall not be modified in any way without the written consent of the City of South Miami.

The Bidder expressly agrees that:

1. If awarded a contract as a result of this proposal, the major sub-contractors used in the prosecution of the work will be those listed below.
2. The Bidder represents that the sub-contractors listed below are financially responsible and are qualified to do the work required.

CATEGORY OR CLASS OF WORK	NAME OF SUB-CONTRACTOR	ADDRESS
---------------------------	------------------------	---------

[illegible]

SW 64TH COURT DRAINAGE IMPROVEMENTS
(Manor Ln to Sunset Drive)
CITY OF SOUTH MIAMI, BID No. CI 07-1205
EAC PROJECT No. 08024-SD01-01

NOTICE TO ALL BIDDERS

1. The City of South Miami reserves the right to waive any informality or minor defect in any bid, to reject any and all bids and to delete any part of any of the above items.
2. Changes in the Contract Price and Contract Time require prior authorization in writing from the Owner and the Engineer, in the form of a Change Order or Work Change Directive. The Contractor is responsible for verification of all bid quantities and to report to the Engineer any discrepancies found prior to ordering materials and or equipment for construction. Refer to General Conditions.
3. Bid prices for the various work items are intended to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid, any item for which a separate pay item has not been established in the Bid Form (under any related pay item), to reflect the total price for completing the project in its entirety, as specified in the Project Manual and Construction Drawings.
4. Bid prices for various work items may be extended by the City of South Miami for additional work at other similar locations within the city. The Contractor hereby agrees to honor the unit prices established within this bid proposal for other similar work as requested by the city.

Name of Bidder

Signature of Bidder

Telephone No.

Fax No.

SW 64th COURT DRAINAGE IMPROVEMENTS
(Manor Ln to Sunset Drive)
CITY OF SOUTH MIAMI, BID NO. CI 07-1205
EAC Project No.: 08024-SD01-01

BID FORM

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid price any work item and materials for which a separate pay item has not been included in the Bid Form. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore. **Refer to Section 01025 Measurement and Payment, for Basis of Payment of the following pay items:**

BASE BID

The base bid encompasses all work described in the plans, specifications, and contract documents as Phase I, and generally consists of improvements on Sunset Drive (from SW 62nd Avenue to US-1).

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>Roadway & Drainage (RD) Items</u>					
RD-1	Pavement milling (1" depth)	3,681	S.Y.	\$ _____	\$ _____
RD-2	Standard clearing & grubbing including demolition, removal and disposal of existing pavement and base	1	L.S.	\$ _____	\$ _____
RD-3	Existing Pavement removal	3,681	S.Y.	\$ _____	\$ _____
RD-4	S-3 Asphalt overlay (1" depth)	3,740	S.Y.	\$ _____	\$ _____
RD-5	Type "D" colored concrete curb	164	L.F.	\$ _____	\$ _____
RD-6	18" HDPE Solid Pipe	161	L.F.	\$ _____	\$ _____
RD-7	18" French Drain	162	L.F.	\$ _____	\$ _____
RD-8	Type F Inlet w/ J Bottom	1	EA	\$ _____	\$ _____
RD-9	Storm Manhole	1	EA	\$ _____	\$ _____
<i>Sub-Total RD Items</i>					\$ _____

Pavement Marking & Signing (PMS) Items

PMS-1	6" white thermoplastic stripe	24	L.F.	\$ _____	\$ _____
PMS-2	6" double yellow thermoplastic stripe	25	L.F.	\$ _____	\$ _____
PMS-3	12" white thermoplastic stripe	89	L.F.	\$ _____	\$ _____
PMS-4	24" white thermoplastic stripe	58	L.F.	\$ _____	\$ _____
PMS-5	Reflective pavement markers, as directed by Engineer	1	L.S.	\$ _____	\$ _____
<i>Sub-Total PMS Items</i>					\$ _____

Name of Bidder

Signature of Bidder

SW 64th COURT DRAINAGE IMPROVEMENTS
(Manor Ln to Sunset Drive)
CITY OF SOUTH MIAMI, BID NO. CI 07-1205
EAC Project No.: 08024-SD01-01

Landscape/Irrigation (LI) Items

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT	
				PRICE	AMOUNT
LI-1	Planting Soil	970	S.Y.	\$ _____	\$ _____
Sub-Total LI Items					\$ _____

General (G) Items

G-1	pedestrian and vehicular access, signs, barricades and flaggers, and off-duty police officer, as required by Engineer, County and/or	1	L.S.	\$ _____	\$ _____
G-2	Performance and Payment Bond (2%)	1	L.S.	\$ _____	\$ _____
G-3	Project Signs	1	L.S.	\$ _____	\$ _____
G-4	Safety Act	1	L.S.	\$ _____	\$ _____
G-5	Advance exploration of existing utilities	1	L.S.	\$ _____	\$ _____
G-6	Record As-built drawings	1	L.S.	\$ _____	\$ _____
G-7	Owner's Contingency (10%)	1	L.S.	\$ _____	\$ _____
Sub-Total G Items					\$ _____

Name of Bidder

Signature of Bidder

GRAND TOTAL (BASE BID) IN FIGURES (LUMP SUM): \$ _____

GRAND TOTAL - BASE BID (WRITTEN) : _____

Bidder: _____

By: _____

Title: _____

Telephone: _____

Fax: _____

SECTION 00350

CONTRACTOR'S QUESTIONNAIRE

Submitted to: The Mayor and City Commission of the City of South Miami, Florida:

By _____

Principal Office _____

How many years has your organization been in business as a General Contractor under your present business name? _____

Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? _____

State of Florida Occupational License (State type and number):

Federal I.D. No: _____

Dade County Certificate of Competency (State type and number):

City of South Miami Occupational License (State type and number):

Please include copies of above licenses and certifications with proposal.

How many years experience in similar work has your organization had?

- (A) As a General Contractor _____
- (B) As a Sub-Contractor _____
- (C) What contracts has your organization completed? State below:

Contract Amount	Class of Work	When Completed	Name & Address of Owner
------------------------	----------------------	-----------------------	------------------------------------

How many years has your organization, or your concrete curb and sidewalk sub-contractor had in the actual construction of municipal, urban, decorative sidewalks?

_____ years

List the detailed experience below:

Name & tel. number of Owner _____

Project Name _____

Date completed _____

_____	_____	_____
_____	_____	_____
_____	_____	_____

Are you a Certified Minority Contractor with Metropolitan Dade County?

Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

Has any officer or partner of your organization ever failed to complete a contract handled in his own name? _____

If so, state name of individual, name of owner, and reason thereof:

In what other lines of business are you financially interested or engaged?

Give references as to experience, ability and financial standing.

What equipment do you own that is available for the proposed work and where is it located?

Financial Statement: _____

What Bank or Banks have you arranged to do business with during the course of the Contract
should it be awarded to you?

I hereby certify that the above answers are true and correct.

Name of Bidder: _____ (Affix Seal)

Signature of Officer: _____

Title of Officer: _____

END OF SECTION

SECTION 00410

BID BOND

STATE OF FLORIDA)

SS

COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ as Principal, and

_____, as Surety,

a Corporation chartered and existing under the laws of the State of _____, with its

principal offices in the City of _____, and authorized to do business in the State of

Florida are held and firmly bound unto the Owner, _____ in

the penal sum of _____

_____ Dollars (\$ _____) lawful money of

the United States, for the payment of which sum will and truly to be made, we bind ourselves, our

heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

**SW 64TH COURT DRAINAGE IMPROVEMENTS
(Manor Ln to Sunset Drive)
CITY OF SOUTH MIAMI, FLORIDA**

NOW, THEREFORE:

- A. If the principal shall not withdraw said bid within ninety (90) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
- B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this ____ day of _____, A.D., 20 ____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES: (If Sole Ownership or Partnership, two (2) witnesses required).
(If Corporation, Secretary Only will attest and affix seal).

WITNESSES:

PRINCIPAL:

Name of Firm

Signature of Authorized (Affix Seal)

Title

Business Address

City, State & Zip Code

WITNESSES:

SURETY:

Corporate Surety

Attorney-in-Fact (Affix Seal)

Business Address

City, State & Zip Code

Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named _____ as Principal in the within bond; that _____ who signed said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Secretary (Corporate Seal)

STATE OF FLORIDA)

COUNTY OF) SS

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the _____.

Sworn and Subscribed to before me this _____ day of _____, 20____, A.D.

(Attach Power of Attorney
to original Bid Bond)

Notary Public State of Florida at Large
My Commission Expires:

END OF SECTION

SECTION 00500

CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, A.D., by and between the **City of South Miami**, party of the first part (hereinafter sometimes called the "Owner"), and _____, party of the second part (hereinafter sometimes called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

- A. The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Project Manual entitled:

**SW 64TH COURT DRAINAGE IMPROVEMENTS
(Manor Ln to Sunset Drive)
CITY OF SOUTH MIAMI, FLORIDA**

as prepared by **EAC Consulting, Inc** acting as, and in the Contract Documents entitled the Owner's Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to addition and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Proposal heretofore submitted to the Owner by the Contractor, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract is the lump sum of _____ Dollars (\$_____).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work on the date established in the Notice to Proceed.
- B. The Contractor shall prosecute the work with faithfulness and diligence and shall be substantially complete with the work not later than two hundred seventy **(270)** calendar days after the commencement date established in the Notice to Proceed. The work shall be completed and ready for final payment within sixty (60) calendar

days from the date certified by City's Project Engineer as the date of substantial completion.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that he has carefully examined the sites for the work to be performed and has fully satisfied himself that such sites are correct and suitable ones for the work to be performed and he assumes full responsibility therefore. The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Drawings, Specifications and Contract items contained in this Project Manual have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and his Surety.
- B. Any ambiguity or uncertainty in the Drawings or Project Manual shall be interpreted and construed by the Owner's Engineer and his decision shall be final and binding upon all parties.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, his Engineer, or by any agent or representative as in compliance with the terms of this Contract and/or of the Project Manual covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and/or the Project Manual covering said work; and the Owner may require the Contractor and/or his insurer to repair, replace, restore and/or make to comply strictly and in all things with this Contract and the Project Manual any and all of said work and/or services which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or services, are found to be defective or to fail in any way to comply with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and/or his insurer, immediately after Notice to either, to repair or replace any such defective materials and workmanship shall entitle the Owner, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or his insurer, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner will retain the amount of **Five Thousand Dollars (\$5,000.00)** per calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the Owner will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that said sum is not penalty, but is

the stipulated amount of damages sustained by the Owner in the event of such default by the Contractor.

- B. For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day scheduled for production.

1.06 PARTIAL AND FINAL PAYMENTS

- A. In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:
 - 1. Within 60 days after receipt of the Contractor's request for partial payment by the Owner, the Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, for work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.
 - 2. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the work have been paid in full, and also, after all guarantees that may be required in the specifications have been furnished and are found to be acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall at his expense, and within three (3) days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in the manner and form satisfactory to the Owner.

1.08 SOVEREIGN IMMUNITY AND ATTORNEY'S FEES

The City does not waive sovereign immunity for any claim for breach of contract except for payment of any amount owed under the contract; provided, however, that in any action arising out of or to enforce this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including, but not limited to paralegal costs, and computer research costs. The parties shall not be liable for the prejudgment interest.

1.09 MEDIATION

Any claim or dispute arising out of or related to this agreement shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive the right to arbitration. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in the circuit court for the 11th Judicial Circuit for the State of Florida.

1.10 SIGNATORY AUTHORITY

The officials executing this Agreement warrant and represent that they are authorized by their respective agency to enter into a binding agreement.

1.11 LIENS

Contractor is prohibited from placing a lien on the City's property. This prohibition shall apply to, *inter alia*, all subconsultants and subcontractors, suppliers and labors.

1.12 INCORPORATE BY REFERENCE DOCUMENTS ENCLOSED IN PROJECT MANUAL

The contract enclosed within the "Project Manual for **SW 64TH Court Drainage Improvements (Manor Ln to Sunset Drive)**, City of South Miami, City's **BID No.: CI 07-1205**" and all attachments in the Manual and the Construction Drawings shall be incorporated by reference into the contract, as exhibits to the contract. Between the contract and the attachments in the manual, the provisions of the contract shall control should there be any inconsistency in the documents.

1.13 TRANSFER AND ASSIGNMENT

- A. None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-Contractors (page 00300-4 of the Proposal) unless Contractor obtains prior written consent from the City. Approved subcontractors shall be subject to each provision of this contract and Contractor shall be responsible and indemnify the City for all subcontractors' acts, errors or omissions.
- B. The Contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the City; provided, however, that claims for money by the Contractor from the City under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the City's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Contractor to the City.

1.14 EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

- A. The City, or any of their duly authorized representatives, shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- B. The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as subparagraph 1.14.A. above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- C. The right to access and examination of records in subparagraph 1.14.A. shall continue until disposition of any mediation, claims, litigation or appeals.

1.15 OWNERSHIP OF DOCUMENTS

All documents, reports, plans, specifications or other records, including electronic records, resulting from the services rendered by the Contractor under this contract shall be deemed the property of the City and the City shall have all rights incident to this ownership. The Contractor acknowledges that all documents prepared under this contract shall be public records, and shall be subject to public inspection and copying, as provided by Florida Statutes chapter 119. Upon conclusion of this contract and any extensions, all documents shall be delivered by the Contractor to the City. The Contractor shall have the right to retain copies of the documents at the Contractor's expense.

1.16 SEVERABILITY

Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

1.17 CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

- A. Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not, pay a fee the amount of which is contingent upon the City awarding this contract to Contractor.
- B. Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the City of South Miami conflict of interest and code of ethics ordinances.
- C. A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor.

1.18 WARRANTY OF AUTHORITY

The signatories to this contract warrant that they are duly authorized by action of their respective city commission, board of directors or other authority to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

1.19 INDEPENDENT CONTRACTOR

The Contractor is furnishing its services as an independent Contractor and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

City of South Miami, Florida
Party of the First Part

(Seal)

By: _____
City Manager

Attest:

City Clerk

City's Resolution No. _____

Contractor
Party of the Second Part

WITNESS: (If corporation, attach
Seal and attest by Secretary)

By: _____

Title

APPROVED AS TO FORM AND
LEGALITY:

APPROVED AS TO FINANCE:

City Attorney

By: _____
Director of Finance
City of South Miami

(*) In the event that the Contractor is a Corporation, the following certificate of resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf shall be completed.

**CERTIFICATE
(Sample)**

STATE OF FLORIDA)
COUNTY OF) ^{ss}

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ President of the corporation, be and he is hereby authorized to execute the Contract dated _____, 20____, between the CITY OF SOUTH MIAMI, a municipal corporation, and this corporation, and that this execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____ day of _____, 20____.

Secretary

END OF SECTION

SECTION 00610

PERFORMANCE BOND

STATE OF FLORIDA)

COUNTY OF) ^{SS}

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City of South Miami, as Oblige, hereinafter called Owner, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, contractor has by written agreement dated_____, 20_____, entered into a Contract with Owner for:

**SW 64TH COURT DRAINAGE IMPROVEMENTS
(Manor Ln to Sunset Drive)
CITY OF SOUTH MIAMI, FLORIDA**

in accordance with Drawings and Specifications prepared by **EAC Consulting, Inc** which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his obligations thereunder and shall indemnify the Owner and the Consulting Engineer and save either or all of them harmless against and from all costs, expenses and damages arising from the performance of said Contract or the repair of any work thereunder, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance with the following terms and conditions:

- A. The Principal and Surety jointly and severally agree to pay the Owner any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the Owner may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or

indirect or consequential, which the said Owner may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provision of said Contract.

- B. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the Owner and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the Owner, for the reasons above stated needs to be replaced, repaired or made good during that time, the Owner shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the Owner shall have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.
- C. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.
- D. The surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's Rating of "_____" and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ 20____, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses Required).
(If Corporation, Secretary Only will attest and affix seal).

WITNESSES:

PRINCIPAL:

Signature of Authorized Officer

(Affix Seal)

Title

Business Address

City, State & Zip Code

WITNESSES:

SURETY:

Corporate Surety

Title

Business Address

City, State & Zip Code

Name of Local Insurance Agency

I, _____, certify that I am the Secretary of the Corporation names _____ as Principal in the within Bond; that _____ who signed the said bond on behalf of the Principal, was the _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

08024-SD01-01

SECTION 00620

PAYMENT BOND

STATE OF FLORIDA)

COUNTY OF)^{SS}

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the _____, as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20__, entered into a Contract with Owner for:

**SW 64TH COURT DRAINAGE IMPROVEMENTS
(Manor Ln to Sunset Drive)
CITY OF SOUTH MIAMI, FLORIDA**

in accordance with Drawings and Specifications prepared by **EAC Consulting, Inc** which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall promptly make payment to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

- A. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 255.05(1) of the Florida Statutes.
- B. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant,

prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

- C. No suit or action shall be commenced hereunder by any claimant.
1. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection.
 2. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.
 3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 4. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
- E. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
- F. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's rating of "_____" and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ 20____, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses Required).
(If Corporation, Secretary Only will attest and affix seal).

WITNESSES:

WITNESSES:

PRINCIPAL:

Signature of Authorized Officer
(Affix Seal)

Title

Business Address

City, State & Zip Code

SURETY:

Corporate Surety

Title

Business Address

City, State & Zip Code

Name of Local Insurance Agency

/

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Corporate

Seal

Secretary

STATE OF FLORIDA)

ss

COUNTY OF _____)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of South Miami, Florida.

Sworn and Subscribed to before me this ____ day of _____, 20__ A.D.

(Attach Power of Attorney)

Notary Public - State of Florida
at Large
My Commission Expires:

END OF SECTION

SECTION 00650

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY THAT THE _____
(Insurance Company)

Address _____

of _____

has issued policies of insurance, as described below and identified by a policy number, to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so as to affect the interest(s) of the City of South Miami (hereinafter sometimes called the Owner) until thirty (30) days after written notice of such cancellation or change has been delivered to the Engineer; EAC Consulting, Inc.

Insured _____

Address _____

Status of Insured: _____ Corporation _____ Partnership _____ Individual

Location of Operations Insured _____

Description of Work:

**CITY OF SOUTH MIAMI SW 64TH COURT DRAINAGE IMPROVEMENTS
(Manor Ln to Sunset Drive)
CITY OF SOUTH MIAMI, FLORIDA**

INSURANCE POLICIES IN FORCE:

Forms of Coverage	Policy Number	Exp.
<u>Date</u>		
*Workers Comp./Employers Liability	_____	_____
+Comprehensive Automobile Liability	_____	_____
oComprehensive General Liability	_____	_____
+Excess Liability	_____	_____
Other (Please specify type:_____)	_____	_____

POLICY INCLUDES COVERAGE FOR:

YES

NO

- | | | | |
|----|--|-------|-------|
| 1. | Additional Insured: Owner & Engineer | _____ | _____ |
| 2. | *Liability under the United States Longshoremen's and Harbor Workers' Compensation Act. | _____ | _____ |
| 3. | +All owned, hired, or nonowned automotive equipment used in connection with work done for the Owner. | _____ | _____ |
| 4. | oContractual Liability | _____ | _____ |
| 5. | oDamage caused by explosion, collapse or structural injury, and damage to underground utilities. | _____ | _____ |
| 6. | oProducts/Completed Operations | _____ | _____ |
| 7. | oOwners and Contractors Protective Liability | _____ | _____ |
| 8. | oPersonal Injury Liability | _____ | _____ |
| 9. | +Excess Liability applies excess of: | _____ | _____ |
| | (a) Employers Liability | _____ | _____ |
| | (b) Comprehensive General Liability | _____ | _____ |
| | (c) Comprehensive Automobile Liability | _____ | _____ |

TYPES OF POLICY	FORMS OF COVERAGE	LIMITS OF LIABILITY	
Workers' Compensation	Bodily Injury	\$	Statutory
Employers Liability	Bodily Injury	\$_____	Each Accident
	Disease	\$_____	Each Person
	Disease	\$_____	Policy Limit
Comprehensive Auto Liability	Combined Single Limit BI/PD	\$_____	Each Accident

Comprehensive General Liability	Bodily Injury	\$_____ Each Occurrence
		\$_____ Aggregate
	Property Damage	\$_____ Each Occurrence
		\$_____ Aggregate
	OR	
	Combined Single Limit BI/PD Occurrence	\$_____ Each
		\$_____ Aggregate

Excess Liability	Combined Single Limit BI/PD	\$_____ Aggregate
------------------	-----------------------------	-------------------

Other

The Insurance Company hereby agrees to deliver, within ten (10) days, two (2) copies of the above policies to the Engineer when so requested.

NOTE: Entries on this certificate are limited to the Authorized Agent or Insurance Company Representative.

Date_____

(SEAL)_____ Insurance Company

Issued at_____

Authorized Representative

Insurance Agent or Company
-Send original and one copy to:

EAC Consulting, Inc
815 NW 57 Ave, Suite 402
Miami, FL 33126
Attention: Gregory A. Mendez, P.E. – Senior Project Manager

Send two (2) copies to:

City of South Miami
Public Works Department
4795 SW 75th Avenue
South Miami, Florida 33155
Attention: Jose Olivo, Public Works Director

END OF SECTION

SECTION 00660

ACKNOWLEDGEMENT OF CONFORMANCE

WITH O.S.H.A. STANDARDS

TO THE CITY OF SOUTH MIAMI:

We, _____, hereby acknowledge and agree that as Contractors for the construction of **SW 64TH COURT DRAINAGE IMPROVEMENTS (Manor Ln to Sunset Drive), City of South Miami**, Engineer's Project No.: 08024-SD01-01, within the limits of the City of South Miami, Florida, that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the City of South Miami and its Consulting Engineers against any and all legal liability or loss the City or the Engineer may incur _____ due _____ to _____ failure to comply with such act.

ATTEST

CONTRACTOR

ATTEST

BY: _____
NAME

DATE

END OF SECTION

SECTION 00665

TRENCH SAFETY ACT COMPLIANCE

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq. which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the bids, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of costs of compliance with the applicable trench safety standards as well as the methods of compliance:

Methods of Compliance

(fill in methods)

Total \$ _____

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the Owner and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including but not limited to, the "Trench Safety Act."

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Sworn to and subscribed before me in the State and County first mentioned above on the day of _____, 20____.

Notary Public

(affix seal)

My Commission Expires:

END OF SECTION

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.
2. Make sure that you have the correct version for your word processing software.

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.

You acknowledge that you understand that the text of the contract documents of **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.

License:

You have a limited nonexclusive license to:

1. Use **EJCDC Design and Construction Related Documents** on any number of machines owned, leased or rented by your company or organization.
2. Use **EJCDC Design and Construction Related Documents** in printed form for bona fide contract documents.
3. Copy **EJCDC Design and Construction Related Documents** into any machine readable or printed form for backup or modification purposes in support of your use of **EJCDC Design and Construction Related Documents**.

You agree that you will:

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.
2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

You may not use, copy, modify, or transfer EJCDC Design and Construction Related Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of EJCDC Design and Construction Related Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited.

If you transfer possession of any copy, modification or merged portion of EJCDC Design and Construction Related Documents to another party, your license is automatically terminated.

Term:

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.

General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms.....	1
1.02 Terminology	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance.....	6
2.02 Copies of Documents.....	6
2.03 Commencement of Contract Times; Notice to Proceed.....	6
2.04 Starting the Work	7
2.05 Before Starting Construction	7
2.06 Preconstruction Conference; Designation of Authorized Representatives	7
2.07 Initial Acceptance of Schedules.....	7
Article 3 – Contract Documents: Intent, Amending, Reuse	8
3.01 Intent.....	8
3.02 Reference Standards.....	8
3.03 Reporting and Resolving Discrepancies.....	8
3.04 Amending and Supplementing Contract Documents.....	9
3.05 Reuse of Documents	10
3.06 Electronic Data.....	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points.....	10
4.01 Availability of Lands	10
4.02 Subsurface and Physical Conditions	11
4.03 Differing Subsurface or Physical Conditions.....	11
4.04 Underground Facilities	13
4.05 Reference Points	14
4.06 Hazardous Environmental Condition at Site.....	14
Article 5 – Bonds and Insurance	16
5.01 Performance, Payment, and Other Bonds	16
5.02 Licensed Sureties and Insurers	16
5.03 Certificates of Insurance	16
5.04 Contractor’s Insurance	17
5.05 Owner’s Liability Insurance	18
5.06 Property Insurance	18
5.07 Waiver of Rights	20
5.08 Receipt and Application of Insurance Proceeds.....	21

5.09	Acceptance of Bonds and Insurance; Option to Replace	21
5.10	Partial Utilization, Acknowledgment of Property Insurer	21
Article 6 – Contractor’s Responsibilities		22
6.01	Supervision and Superintendence.....	22
6.02	Labor; Working Hours.....	22
6.03	Services, Materials, and Equipment	22
6.04	Progress Schedule	23
6.05	Substitutes and “Or-Equals”	23
6.06	Concerning Subcontractors, Suppliers, and Others.....	25
6.07	Patent Fees and Royalties	27
6.08	Permits.....	27
6.09	Laws and Regulations	27
6.10	Taxes	28
6.11	Use of Site and Other Areas	28
6.12	Record Documents.....	29
6.13	Safety and Protection	29
6.14	Safety Representative.....	30
6.15	Hazard Communication Programs	30
6.16	Emergencies	30
6.17	Shop Drawings and Samples	30
6.18	Continuing the Work.....	32
6.19	Contractor’s General Warranty and Guarantee.....	32
6.20	Indemnification	33
6.21	Delegation of Professional Design Services	34
Article 7 – Other Work at the Site		35
7.01	Related Work at Site	35
7.02	Coordination.....	35
7.03	Legal Relationships.....	36
Article 8 – Owner’s Responsibilities.....		36
8.01	Communications to Contractor.....	36
8.02	Replacement of Engineer.....	36
8.03	Furnish Data	36
8.04	Pay When Due	36
8.05	Lands and Easements; Reports and Tests.....	36
8.06	Insurance	36
8.07	Change Orders.....	36
8.08	Inspections, Tests, and Approvals	37
8.09	Limitations on Owner’s Responsibilities	37
8.10	Undisclosed Hazardous Environmental Condition	37
8.11	Evidence of Financial Arrangements	37
8.12	Compliance with Safety Program.....	37
Article 9 – Engineer’s Status During Construction		37
9.01	Owner’s Representative	37
9.02	Visits to Site	37

9.03	Project Representative	38
9.04	Authorized Variations in Work	38
9.05	Rejecting Defective Work	38
9.06	Shop Drawings, Change Orders and Payments.....	38
9.07	Determinations for Unit Price Work	39
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work.....	39
9.09	Limitations on Engineer's Authority and Responsibilities	39
9.10	Compliance with Safety Program.....	40
Article 10 –	Changes in the Work; Claims	40
10.01	Authorized Changes in the Work	40
10.02	Unauthorized Changes in the Work	40
10.03	Execution of Change Orders.....	41
10.04	Notification to Surety.....	41
10.05	Claims.....	41
Article 11 –	Cost of the Work; Allowances; Unit Price Work	42
11.01	Cost of the Work	42
11.02	Allowances	45
11.03	Unit Price Work	45
Article 12 –	Change of Contract Price; Change of Contract Times	46
12.01	Change of Contract Price	46
12.02	Change of Contract Times	47
12.03	Delays.....	47
Article 13 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work	48
13.01	Notice of Defects	48
13.02	Access to Work	48
13.03	Tests and Inspections	48
13.04	Uncovering Work.....	49
13.05	Owner May Stop the Work.....	50
13.06	Correction or Removal of Defective Work	50
13.07	Correction Period.....	50
13.08	Acceptance of Defective Work.....	51
13.09	Owner May Correct Defective Work	51
Article 14 –	Payments to Contractor and Completion	52
14.01	Schedule of Values.....	52
14.02	Progress Payments	52
14.03	Contractor's Warranty of Title	55
14.04	Substantial Completion.....	55
14.05	Partial Utilization	56
14.06	Final Inspection.....	56
14.07	Final Payment.....	57
14.08	Final Completion Delayed.....	58
14.09	Waiver of Claims	58

Article 15 – Suspension of Work and Termination	58
15.01 Owner May Suspend Work	58
15.02 Owner May Terminate for Cause	58
15.03 Owner May Terminate For Convenience.....	60
15.04 Contractor May Stop Work or Terminate	60
Article 16 – Dispute Resolution	61
16.01 Methods and Procedures	61
Article 17 – Miscellaneous	61
17.01 Giving Notice	61
17.02 Computation of Times	61
17.03 Cumulative Remedies	62
17.04 Survival of Obligations	62
17.05 Controlling Law	62
17.06 Headings.....	62

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and “Or-Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor

shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the

Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or

- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

SECTION 2-11.16 OF THE CODE

Bidders are advised that the provisions of §2-11.16 et seq., Code of Miami-Dade County, Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at <http://www.municode.com/resources/gateway.asp?pid=10620&sid=9>.

This Supplemental General Condition is organized with the following sections:

1. Minimum Wages; Fringe Benefits; Complaints, and Posting of Information.
2. Liability for Unpaid Wages; Liquidated Damages; Withholding
3. Payrolls, Basic Records and Reporting
4. Subcontracts
5. Complaints and Hearings; Contracts Termination and Debarment
6. Apprentices and Trainees

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages.

All employees working on the project must be paid the hourly rate and benefits listed in the Wages and Benefits Schedule. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be not less than those contained in the Wage and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wage and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceed the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

Wages and benefits listed in the Wages and Benefits Schedule, previously revised every calendar quarter, will be reviewed and increased, if appropriate, once a year, on January 1st. The rates for wages and benefits to be paid for work performed under this contract and during each subsequent calendar year will be the rate in effect on January 1st of the year in which the work is performed.

B. Fringe Benefits.

The contractor, or any subcontractor under the contractor, may pay the base rate to the employee plus pay contributions to employee benefit plans; or, pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee. Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies, retirement plans, and life insurance companies are fringe benefits.

C. More than One Classification.

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

SECTION 2-11.16 OF THE CODE

classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed.

D. Davis-Bacon.

For any class of worker that is NOT listed in the Wages and Benefits Schedule, the minimum wage rate is the "basic hourly rate of pay" (as defined in 29 C.F.R. § 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis-Bacon Wage Schedule in effect for Miami-Dade County.

If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Department of Business Development before using a Davis-Bacon wage rate to pay workers. Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classifications will be determined by the County.

E. Complaints by Workers.

Any complaints of underpayment by the workers should be filed with:

Penelope Townsley, Director
Department of Business Development
111 NW 1st Street, 19th Floor
Miami, Florida 33128
(305) 375-3111

Neither the contractor, nor any subcontractor on the project, may terminate an employee performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages.

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wage and Benefits Schedule will be the basis of a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders.

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B of below. Bidders must pay all back wages and penalties on previous contracts before being awarded a new contract.

B. Penalties.

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to 10% of the first underpayment; 20% of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to 30% of the

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

SECTION 2-11.16 OF THE CODE

underpayment. A fourth violation will constitute a default of the contract and may be cause for a suspension or termination. If the required payments are not made within the specified period of time, the noncomplying contractor and principal owners thereof shall be prohibited from bidding on or participating in County contracts for a period of three (3) years.

C. Withholding Contractor Payments.

The County may stop payment of monies to the contractor necessary to pay any wages that are required and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee only in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment."

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records.

The contractor, and all subcontractors, must keep accurate written records, signed under oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. In addition, the contractor must submit a list of all subcontractors and the payrolls of each subcontractor that include the name, social security number, address and phone number, per hour rate for wages paid (including costs of legitimate fringe benefits), and the daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 "Apprentices and Trainees."

B. Form.

The contractor shall submit all payrolls with each request for payment. Information submitted on U.S. Department of Labor form WH-347 or on a form acceptable to the County as its equivalent, and which is signed under oath, will satisfy these requirements.

C. Inspection of Records.

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County, and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and also a clause reminding their subcontractors to include

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

SECTION 2-11.16 OF THE CODE

these paragraphs in any lower tier subcontract. The Prime Contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the Prime Contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints.

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified (30 days, see Administrative Order 3-24) shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.

The County may withhold from the Contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor to the employee on the work and the amounts received by such employee and to satisfy any fines outstanding where violations have been found. In the event of failure of such negotiations, the Prime Contractor may request the appointment of a hearing officer.

B. Hearings.

The Compliance Officer shall request the County Manager or his or her designee to appoint a Hearing Officer within fifteen (15) days of the time at which all means to resolve the complaint/violation have been exhausted. The County Manager shall attempt to appoint a hearing officer within thirty (30) days from the receipt of request.

Upon the appointment of a hearing officer the County will notify the contractor or subcontractor within five (5) days of the hearing date pertaining to said complaint. The County Manager will review the findings and recommendations of the hearing officer, and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties.

If the County Manager determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three (3) years. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

SECTION 2-11.16 OF THE CODE

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES AND TRAINEES

A. Apprentices.

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

The number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio.

If the number of apprentices working on the project, is greater than the ratio permitted, the apprentices must be paid the journeyman wage rate on the Wages and Benefits Schedule for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

C. Apprentice Fringe Benefits.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification; fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is provided.

D. Trainees.

The rules for trainees are similar to those of apprentices. Except as provided in 29 C.F.R. § 5.16, trainees cannot work for less than the predetermined rate listed in the Wages and Benefits Schedule unless they are registered in a program certified by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by the Employment and Training Administration.

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

SECTION 2-11.16 OF THE CODE

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices.

E. Summary of Apprentices and Trainees.

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices and trainees is in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices or trainees. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the trainees or apprenticeship rate.

DOCUMENT 00800
SPECIAL PROVISIONS

1. DEFINITIONS

Add the following:

- A. The term(s) "or equal" or "approved equal," shall be interpreted to mean an item or material or equipment similar to that named and which is suited to the same use and capable of performing the same function and be of the same quality as that named. Such material or equipment shall be subject to approval by the Engineer.
- B. The term Acceptance, shall be interpreted to mean that the Owner of the work is satisfied that it is fully complete and in accordance with the Contract Documents.
- C. The term Affidavit shall be interpreted as the instrument which is to be signed by the Contractor and submitted to the Owner through the Engineer, upon completion of that job, showing that all bills have been paid. It shall also mean such instrument that may be requested by the Owner incident to partial payments.
- D. The term Approval shall be interpreted as the item in question is accepted as satisfactory.
- E. The term Article, shall be interpreted as the prime subdivision of a section of these or any other referenced Specifications, the instructions to Bidders, the Special Conditions and the General Conditions.
- F. The term Materials shall be interpreted as any substance proposed to be used in connection with the construction of any structure, facility or appurtenance, or of other work under the contract.
- G. The term "Provided", as used in the Specifications upon the Drawings, shall be understood to mean "provided complete in place", that is, "furnished and installed". Where "as shown," "as indicated", "as detailed", or words of similar importance are used, it shall be understood that the references to the Drawings and/or Specifications accompanying these documents are intended unless otherwise expressly stated.
- H. The words "furnish", "furnish and", "install", and "provide" or words with similar meaning shall be interpreted unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".
- I. The term "Supplementary Conditions" shall be interpreted to include these Special Provisions.

2. AWARD OF CONTRACT

The award of the contract, if it is awarded, will be to the lowest responsible, responsive Bidder. No Notice of Award will be given until the Owner has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed. The Owner reserves the right to reject the Bid of any Bidder who does not pass such investigation to the Owner's satisfaction. In analyzing Bids, the Owner may take into consideration alternates and unit prices, if requested by the Bid forms. If the Contract is awarded, the Owner will issue the Notice of Award and give the successful Bidder a contract for execution within one hundred and eighty (180) days after the opening of Bids.

Delete paragraph 2.03A and add the following:

DOCUMENT 00800
SPECIAL PROVISIONS

2.03A. The Contract time will commence on the day included in the Notice to Proceed.

3. FORFEITURE OF BID SECURITY

Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds and proof of insurance to the Owner within seven (7) calendar days of receipt of the Notice of Award from the Owner, shall be just cause for the Owner to annul the Notice of Award and declare the Bid and any security therefore forfeited.

4. QUALIFICATION OF SUB CONTRACTORS MATERIAL, MEN AND SUPPLIERS

Within three (3) working days of the bid opening, the Contractor will submit to the Owner and the Engineer for acceptance a list of the names of sub contractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the work as to which the identity of the subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty working days after receiving the list, the Engineer will notify the Contractor in writing if either the Owner or the Engineer, after due investigation, has reasonable objection to any subcontractor, person or organization on such list. The failure of the Owner or the Engineer to make objection to any subcontractor, person or organization on the list within thirty (30) days of receipt shall constitute an acceptance of such subcontractor, person or organization. Acceptance of any such subcontractor, person or organization shall not constitute a waiver of any right of the Owner or the Engineer to reject defective work, material or equipment or work material or equipment not in conformance with the requirements of the contract documents.

5. DELIVERY OF BONDS

Add to paragraph 2.01

Failure of the successful Bidder to execute the Agreement and deliver the required Bonds within seven (7) calendar days of the Notice of Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited.

6. COPIES OF DOCUMENTS

Add the following to paragraph 2.02:

The Contractor will be furnished, free of charge, up to five (5) copies of the drawings and specifications in lieu of the ten (10) copies as stated.

7. CHANGE OF THE CONTRACT TIME

Add paragraph 12.04

Because this is a calendar day contract, normal rainfall, weather and climatic conditions, which may be reasonably expected, are not considered grounds for an extension of contract time.

8. PAYMENTS TO CONTRACTOR AND COMPLETION

Add the following to paragraph 14.07

The certificate of completion will not be issued nor the final payment made until ALL punch list items have been completed.

DOCUMENT 00800
SPECIAL PROVISIONS

9. CONTRACTOR'S LIABILITY INSURANCE

Refer to General Condition 5.04

The Contractor will, at his own expense, purchase and maintain such insurance as will protect the Owner and the Contractor from claims under workmen's compensation laws, disability benefit laws or other similar employee laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, or any person other than his employees, including claims insured by usual personal injury liability coverage; from claims for injury to or destruction of tangible property including loss of use resulting therefrom - any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations are by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts may be legally liable. This insurance shall be written for not less than **ONE MILLION DOLLARS** (\$1,000,000.00) combined single limit per occurrence (no aggregate limitation) or as required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the Contractor will file with the Owner and Engineer certificates of such insurance, acceptable to the Owner; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least 15 days after written notice is given to the Owner and Engineer. These policies shall be written to cover the Contractor and Owner jointly.

10. OWNERS INDEMNITY

Refer to General Conditions 6.20

- A. The Contractor shall obtain, maintain and furnish to the Owner during the life of this Contract, full Owner's Protective Liability Insurance that will protect the Owner against all losses or claims, which may arise from operations under the Contract Documents.
- B. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, the Engineer, and their officers, agents, and employees, against and from all claims and liability arising under or by reason of the Contract or any performance of the Work, but not from the sole negligence or willful misconduct of the Owner and/or the Engineer. Such indemnification by the Contractor shall include but not be limited to the following:
 - 1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor or its agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor or its agents.
 - 2. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the Contractor or its agents.
 - 3. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its agents, or the Owner in the performance of this Contract of any copyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Contract.

DOCUMENT 00800
SPECIAL PROVISIONS

- 4. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the Owner or any other parties by the Contractor or its agents.
- 5. Liabilities or claims adding directly or indirectly from the willful misconduct of the Contractor or its agents.
- 6. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.
- C. The Contractor shall reimburse the Owner, and the Engineer for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) incurred by said Owner, and the Engineer in enforcing the provisions of this Paragraph.
- D. The indemnification obligation under this Paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such subcontractor or other person or organization under worker's compensation acts, disability benefit acts, or other employees benefit acts.

11. PROPERTY INSURANCE

Refer to General Conditions 5.06

- A. The Contractor shall, at his own expense, obtain and maintain property insurance and furnish to the Owner during the life of this Contract the full insurable value of the project. This insurance shall include the interests of the Owner, the Contractor and Subcontractors in the work shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.
- B. The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Article, except such rights as they may have to the proceeds of such insurance. The Contractor shall require similar waivers by Subcontractors.
- C. The Bidder is alerted to the fact that the Contractor shall provide an All-Risk Builder Risk Insurance for all above ground construction on the job.

12. SALES TAX

Refer to General Conditions 6.10

The Contractor shall familiarize himself with the requirements and procedures as applicable of the State of Florida pertaining to the exemption from State Sales Tax as it may apply to the Owner.

13. INDEMNITY

Refer to General Conditions 6.20

The Bid Items for Payment and Performance Bond premium and consideration for indemnification to Owner and Engineer are included in the Schedule of Prices and must be completed by the Bidder in order to comply with Florida Statute 725.06.

14. OWNER'S RESPONSIBILITY

DOCUMENT 00800
SPECIAL PROVISIONS

Refer to General Condition 8.05

Delete the second sentence in Paragraph 8.05 of the General Conditions in its entirety.

15. SUBSTANTIAL COMPLETION

Refer to General Conditions 14.04

- A, Amend the first three lines of Paragraph 14.04A of the General Conditions to read as follows: "When Contractor" considers part of the Work described as Beneficial Occupancy is ready for its intended use; Contractor shall in writing to Owner and Engineer, certify that such Work is able to be used by owner."
- B. Amend Paragraph 14.04B of the General Conditions to read as follows: "Owner shall have the right to exclude Contractor from the substantially completed portion of the Work after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the inspection punch list."

16. PERMITS

The Contractor will be required to obtain all required permits, including any permits from the City of West Miami, prior to the start of construction.

17. LAWS AND REGULATIONS

Refer to General Conditions 6.09

- A. The Contractor shall obey all applicable Federal, State and local laws including but not limited to the ones listed below.
- B. The Contractor shall comply with Executive Order No. 11246, entitled "Equal Opportunity Employment," as amended by Executive Order No. 11275, and as supplemented in Department of Labor Regulations (No. 41 CFR, Chapter 60).
- C, The Copeland "Anti-Kickback" Act (18 U.S.C. Section 874), as supplemented in U.S. Department of Labor Regulations (29 CFR, Chapter 60).
- D. All applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (40 U.S.C. Section 1857 et. seq.) as amended and the Federal Water Pollution Control Act (33 USC. Section 1251 et seq.) as amended.
- E. The Florida State Statute 446.101 Apprentice and Training Employment Regulations.
- F. Florida Industrial Code No. 8C as amended and especially 8C-29 (CB-1958), Florida Department of Commerce, Bureau of Workmen's Compensation.

18. REVIEW OF APPLICATIONS FOR PROGRESS PAYMENTS

Refer to General Conditions 14.02

Owner shall, within thirty (30) days of presentation to him of the Application for Payment with Engineer's recommendation pay Contractor the amount recommended. This is in lieu of ten (10) days.

19. PARTIAL AND FINAL PAYMENT PROCEDURES

Refer to General Conditions 14.07

DOCUMENT 00800
SPECIAL PROVISIONS

- A. If the work progresses according to this Contract, the Contractor will be paid each month, ninety percent (90%) of the value of the work completed during the preceding month. For the purpose of preparing a monthly estimate for partial payment, the Contractor will make an approximate estimate of the value of all work done as of the last day of each calendar month, and will deduct ten percent (10%) thereof and all previous payments and charges, and the balance will be paid by the Owner to the Contractor on or about thirty (30) days after the submittal to the Owner along with partial releases of lien from all subcontractors and suppliers. The Owner's Engineer shall review, revise and correct, if necessary, and then approve the estimate for partial payment before it is submitted to the Owner. The ten percent (10%), which is deducted each month, is reserved by the Owner as a partial guaranty to it of the faithful execution of this Contract. As a consideration of such payment of ninety percent (90%), the Owner shall have the right to enter upon and put into proper service any or all parts of the work which may be in condition for use; however, such use shall neither be construed as the final acceptance nor the commencement of the one year guarantee bond period for any or all parts of the work, unless final acceptance is made for the complete project at that time. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the Owner of any part of the work so used.
- B. Upon receipt of written notice from the Contractor that the work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, the Owner's Engineer shall promptly examine the work and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed work by a properly qualified and experienced professional engineer, shall satisfy himself that the Contractor's statement appears to be correct. He shall then inform the Owner in writing that he has examined the work and that it appears to conform to the Contract Drawings Specifications and any approved Change Orders and that therefore he recommends acceptance and final payment to the Contractor. However, it is agreed by the Owner and the Contractor that such statement by the Owner's Engineer does not in any way relieve the Contractor from his responsibility to deliver a completed job in good and workmanlike condition, and does not render the Engineer or the Owner liable for any faulty work done or materials used by the Contractor.
- C. The Owner's Engineer will then make a final estimate of the value of all work done and will deduct therefrom all previous payments which have been made. The Owner's Engineer will report such estimate to the Owner together with his recommendation as to the acceptance of the work or his findings as to any deficiencies therein. Such recommendation as to the acceptance of the work by the Owner's Engineer will be made to his best knowledge and behalf. After receipt and acceptance by the Owner of the properly executed Affidavit and the Release of Lien and within sixty (60) days after approval of the Engineer's estimate and recommendation by the Owner, the amount of the estimate, less any charges or damages herein provided for, will be paid. Upon such final payment, the Owner shall be released by the Contractor from all liability whatever growing out of this Contract, except for the balance, if any, of such amount as may have been retained to cover charges, claims or damages, as specified; and if the Owner is satisfied that no such charges, claims or damages exist or will arise, no such amount will be retained. All prior estimates are subject to correction in the final estimate.

DOCUMENT 00800
SPECIAL PROVISIONS

- D. Each request for a partial payment shall be submitted on an Application for Payment Form shown on Pages 00800-31 & 32, which shall be accompanied by an executed copy of the Certification of Contractor shown on Page 00800-33.
- E. Measurement and payment for work items for which direct payment is provided will be achieved as required by the Technical Specifications. When no direct payment for work or materials is required in General Conditions, the Special Conditions, the Proposal, the sections of the Technical Specifications or in other parts of the Contract Documents or shown, indicated or noted on the Drawings, compensation therefore shall be included in the Contract Unit or Lump Sum Prices for the several pay items under this Contract and shown and listed in the Proposal.
- F. When the work has been completed, the Contractor shall execute a Final Release of Lien and an Affidavit declaring that all bills have been paid in full.
- G. These documents will be furnished to the Owner in a form similar to those, which appear on Pages 00800-34 and 00800-35.

20. FORUM/VENUE

In the event of any dispute and/or legal action arising from the interpretation and/or the performance of any of the documents and/or contracts in this Manual, Owner and Contractor hereby agree that the proper forum for resolving these disputes and/or legal actions shall be the courts in Miami-Dade County, Florida.

21. ATTORNEY'S FEES

In the event of any dispute and/or legal action arising from an interpretation and/or the performance of any of the documents and/or contracts in this Manual, Owner and Contractor hereby agree that the prevailing party shall be awarded reasonable attorney's fees and costs, including but not limited to, the cost of paralegals, accountants and attorney's fees and costs of appellate proceedings, if applicable.

22. INDEMNIFICATION AND HOLD HARMLESS

Notwithstanding anything to the contrary in this Supplementary Condition, the general conditions and/or any other documents in this Manual, and in consideration of the sum of \$10.00 paid by Owner to Contractor, the Contractor hereby agrees to indemnify and hold Owner harmless from any costs, expenses, damages and/or liability to the Owner arising from Contractor's Work.

23. EXPRESS WARRANTIES

Notwithstanding any provisions to the contrary under this Supplemental Conditions, the general conditions and/or any other document in this Manual, Contractor expressly warrants all labor and materials used in the Work for a period of one (1) year from the date Final Payment (unless a longer period is specified in Technical Specifications) is received by the Contractor.

24. PROHIBITED MATERIALS

Pursuant to Chapter 83-174, Laws of Florida, the use of asbestos or asbestos-based materials is strictly prohibited.

DOCUMENT 00800
SPECIAL PROVISIONS

25. NO DAMAGES FOR DELAY

Delete paragraph 12.03B in its entirety

No payment, compensation, increase in contract price or adjustment of any kind (other than the extension of time provided for) shall be made to the Contractor for damages because of hindrances, disruptions or delays from any cause whatsoever in the progress of the work, including, but not limited to, hindrances, disruptions or delays caused by acts of the owner, other contractors, subcontractors, suppliers, material-men, architects and/or engineers whether such hindrances, disruptions or delays be avoidable or unavoidable. The Contractor agrees that he will make no claim for compensation, damages or mitigation of liquidated damages for any such delays, or acceleration in the work, and will accept in full satisfaction for such delays, disruptions, hindrances or acceleration in the work said extension of time.

26. COOPERATION OF CONTRACTOR

In the event that the Engineer must contact the Contractor to perform emergency repair work to correct hazardous or unsafe conditions or problems relating to public health or welfare as a result of or associated with the project construction, the Contractor shall provide the name and twenty-four (24) hours telephone number of the job superintendent.

In addition, the Contractor shall provide a toll free telephone number to his business office for use during business hours of 7AM to 7PM, Monday to Friday.

27. PAYMENT ITEMS

Any work not specifically mentioned in the payment items listed in the Proposal, but indicated on the Plans and/or Specifications, shall be considered as incidental to one or more of the payment Items, and no claim for additional compensation will be allowed, and it shall be assumed that the cost therefore is included in the prices bid for the various items in the Contract. The Bidder shall not add to the listed Items nor combine any of the Items.

28. UNDERGROUND GAS PIPELINES

The Florida Legislature recently passed legislation (CS-645) pertaining to the protection of underground gas pipelines and related facilities. This legislation requires, in part, that persons making excavations in public or private streets obtain information on the location of underground gas pipelines and provide notice of intent to excavate.

Further provisions of this legislation include: Requiring the marking of underground gas pipelines by the owner upon notice of intent to excavate; prohibiting the issuance of excavation permits unless such notice has been given; requiring notice of damage to or dislocation of underground gas pipelines by the excavator; providing for emergency excavation without notice; and prescribing liability of excavator for negligence.

29. CONSTRUCTION SCHEDULE

Prior to the beginning of any work under this Contract, the Contractor shall meet with the various utility companies concerned and the City of South Miami Engineer. The purpose of this meeting is to coordinate all aspects of the work to be accomplished under this Contract.

The Contractor shall submit a detailed sequence of construction to the City. Scheduling of all work shall be as approved by the City Engineer.

DOCUMENT 00800
SPECIAL PROVISIONS

30. STORAGE SITE

There is no City property in this area available for use as a storage yard for this improvement. The Contractor shall provide his own storage site.

31. SIDEWALK AND CURB AND GUTTER CONSTRUCTION

The Construction of concrete sidewalk shall be separate and distinct from the construction of concrete curb and gutter. "No monolithic pour of concrete for sidewalk and curb or curb and gutter combined shall be allowed. Extruded curb or curb and gutter shall not be allowed." Payment for sidewalk replacement will be made under applicable bid items.

32. SUITABLE EXTRA BACKFILL MATERIAL

The cost of suitable extra backfill, if required, will be considered, as incidental to the construction and no extra compensation will be allowed.

33. DISPOSAL OF MATERIAL

Surplus excavated material, debris and any other disposable material shall be removed from the site and disposal as appropriate at the Contractor expenses unless otherwise directed by the Engineer. The Contractor shall be responsible for the disposal of all used materials, materials of excavation and debris in a legal and environmental acceptable manner.

34. FENCING AROUND EXCAVATION

At the close of the workday, holidays, and weekdays, the Contractor shall either:

- a. Refill all open excavation, or
- b. Cover open excavation with steel plates capable of supporting vehicular traffic (H-20 Loading).

In addition, the Contractor shall install a fence (min. 4 ft height) around the perimeter of all excavations. An adequate number of fence posts shall be installed to maintain the fence in an upright and taut position. The City Engineer must approve any variance from this requirement. All cost for this requirement shall be considered incidental to the work and no additional compensation will be allowed.

35. PROVIDING ACCESS TO RESIDENCES AND BUSINESS ESTABLISHMENTS

During construction of the improvement, safe access shall be provided by the Contractor to the entrance of all residences and business establishments. Methods to be used shall be determined by the Contractor with the approval of the Engineer. All costs for providing this access shall be included in other parts of the work and no additional compensation will be allowed. The use of private property is prohibited unless the Contractor obtains written authorization from the property owner(s), and may have special conditions or requirements. It is the responsibility of the Contractor to provide the City Engineer, prior to the use of private property with a signed release before entering the property. The Contractor must document all existing conditions of the private property with video film prior to and after use.

36. TRAFFIC CONTROL

The Traffic Section of the City of West Miami Department of Police and the Department of Public Works will control traffic during construction. Traffic shall be maintained at all times

DOCUMENT 00800
SPECIAL PROVISIONS

where directed by the City Engineer. A traffic permit from the Department of Police will be required.

Sufficient lights, barricades and traffic signs shall be provided, placed and maintained by the Contractor at all times in order to properly safeguard traffic and the public. Traffic shall be maintained at all times, where directed by the City Engineer. In the event that any street must be closed to traffic or detoured, it shall be closed or detoured only after approval of the Department of Police and the Department of Public Works of the City of South Miami, and after notifying the Miami-Dade County Fire Department.

The following additional requirements will also be enforced:

All traffic control devices used on local street construction shall conform to the standards and specifications of Miami-Dade Traffic Division.

All necessary detours, including erection of signs and keeping all detour streets clean of any obstacles that may restrict the continuous flow of traffic.

On all streets, at least one (1) lane shall be available for vehicular traffic at all times. Steel plates or bridging capable of supporting H-20 loading and temporary asphalt pavement shall be used where necessary to comply with these requirements.

37. CERTIFICATE OF COMPETENCY AND LICENSES REQUIRED

As a prerequisite to the submission of a Bid, the Bidder shall hold a valid Certificate of Competency or State Contractor's Certificate of Registration, in the appropriate trade required for the work, including a valid Miami-Dade County General Engineering Contractor License issued by the appropriate board of Miami-Dade County. The County-Municipal Occupational License issued by Miami-Dade County is based upon a Certificate of Competency from the Miami-Dade County Board of Contractors Examiners. Bidders not already approved by this Board may have difficulty in obtaining a License because of the time requirements.

If you are interested, we suggest an early investigation into this requirement. Details may be obtained from:

MIAMI-DADE COUNTY
PUBLIC WORKS DEPARTMENT
111 N.W. 1st STREET, 16th Floor
Miami, Florida 33128 / Telephone: (305) 375-2705

38. DESCRIPTION OF PROPOSAL

The proposal has been broken up into various bid items for convenience in evaluating bids, and administering the contract. The price quoted for each proposal item shall include all costs for labor, materials, and equipment necessary to construct the improvements in accordance with the Specifications and/or Plans. Items of work not specifically mentioned but necessary to create a finished and complete work product shall be assumed to be a part of one or more Proposal Items and shall be furnished and the price therefore is included in such item or items.

A Contract will be awarded for the Total Bid only. No separate awards shall be made for the individual bid sections, if any, or for individual proposal items. TOTAL BID is the sum of the Bid Items.

DOCUMENT 00800
SPECIAL PROVISIONS

The Contractor shall perform the Services described in the Proposal, plans and Specifications. The Services included but are not limited to the services outlined in the Proposal herein and services may be required to bring a complete and quality work product at not extra cost to the City. The work shall be performed in a sound, economical, efficient and professional manner and within the time and manner required in the Specification and Contract Documents.

The Contractor shall perform the work in close coordination with the City Engineer.

The Contractor shall provide all constructing services comprising the work and shall be fully responsible for all the services performed. The City's review and approval of the work will relate only to overall compliance with the general requirements of the work and whenever the term "Approval by the City" or like term is used in this work, the phraseology shall in no way relieve the Contractor from any duties or responsibilities.

The Contractor shall, in the performance of the work, comply with all Federal, State and Local codes, Ordinances and Regulations pertaining to the work.

39. ROADWAY GRADING

Not Used.

40. CLEANING EXISTING STORM SEWERS

Where the plans or specifications call for cleaning an existing storm system, the entire extent of the existing storm structures shall be thoroughly cleaned of all sand, rock and other deleterious materials. The cost of this cleaning shall be included in the bid price of the new construction and no additional compensation will be allowed. The Contractor is encouraged to visit the project site prior to submitting a bid proposal.

Once the connection to an existing storm sewer structure has occurred, the structure and the storm sewer system shall be thoroughly cleaned. The cost of this cleaning shall be included in the bid price of the new construction and no additional compensation will be allowed. The water necessary to pressure clean the storm sewer system shall be obtained by the Contractor at their expense. The Contractor shall obtain a water account and meter from the City of South Miami.

All cleaning shall be accomplished to the satisfaction of the Engineer before the new structures will be accepted as completed for purposes of payment.

41. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall schedule his work in such a manner and provide the proper supervision so as to cause the minimum of conflict or delay to the work of utility companies working within the area. The Contractor will be held responsible for any delay in time and/or damage to existing structures, foundations, utilities, or other existing features because of omission or neglect by himself or his employees. Any property damage by his operations shall be replaced to its original condition at no extra cost to the City. The City Engineer will be the mediator in all such cases wherein the contractors or the utility companies are in dispute concerning lost time or property damages.

The Contractor shall abide by these judgments and decisions in all cases. If the Contractor's performance of this contract is delayed by acts of the City or others subcontractors, suppliers and contractors, material-men, architects and/or engineers, the contractor may request an extension of time from the City in writing within twenty (20) days

DOCUMENT 00800
SPECIAL PROVISIONS

of the event by which the delay occurred, but the Contractor shall not be entitled to an increase in the contract price or claims or damages because of the delay or because of any acceleration in its work.

42. SUPERVISION

It is neither the City intention nor responsibility to coordinate the many activities of the Contractor necessary to complete a project. The City responsibility is to see that the project is carried on in accordance with the Plans and Specifications. In many of our past jobs we have experienced difficulty because of the lack of adequate superintendents.

THE CONTRACTOR IS HEREBY ALERTED, AS PART OF THIS CONTRACT DOCUMENTS, THAT A COMPETENT SUPERINTENDENT SHALL BE IN RESPONSIBLE CHARGE OF THE JOB AT ALL TIMES AND THAT ALL WORK SHALL BE DOCUMENTED IN A DAILY DIARY.

43. PIPE FINISHING

All pipes entering catch basins, manholes or junction boxes shall be cut flush with the inside face of the structure and finished in a neat workmanlike manner. In addition to this, all aluminum pipe shall have all field cuts ground smooth so as not to leave burrs or rough edges at and within joints and shall be ground flush with inside face of structure.

44. SETTLEMENT OF TRENCH BACKFILL AND/OR ADJACENT GROUND

If the trench backfill and/or adjacent ground settles or depressions should occur during or after the construction of a drainage structure, and in the opinion of the Engineer the settlement or depression could be the result of a structural failure, improper pipe joint, or improper backfill, then the Contractor shall uncover the structure or pipe as directed by the City Engineer so it can be examined to determine the cause of failure. The Contractor shall make all necessary repairs, backfill the excavated area and restore the surface to the satisfaction of the City Engineer.

All costs for this work, including the case where the settlement or depression was not the result of a structural failure or improper pipe joint shall be considered incidental to the general work and no additional compensation will be allowed.

45. UNDERGROUND UTILITIES NOTIFICATION CENTER

The Contractor is alerted that underground utilities exist in the vicinity of the proposed work and that he should notify the Utility Notification Center for Location at telephone number 1-800-432-4770 at least forty-eight (48) hours prior to digging for utilities verification in the field. In addition to this, the Contractor shall notify the Florida Power and Light Company for verification of their utilities.

46. CLEAN-UP OF CONSTRUCTION AREA

Upon completion of construction, the project site shall be cleaned to the satisfaction of the City Engineer. All trash and other construction debris shall be removed from the job site on a daily basis at no additional expense to the City.

47. PERMITS AND FEES

Refer to Section 01740 of the Technical Specifications.

DOCUMENT 00800
SPECIAL PROVISIONS

48. DEFACING OF NEW AND EXISTING CONCRETE AND PAVEMENT

It shall be the Contractor's responsibility to preserve the condition of existing and newly constructed concrete sidewalk, curb and/or gutter and pavement. Any damaged pavement or concrete defaced with sticks, nails, footprints, etc., shall be replaced at the Contractor's expense.

49. REWORKING EXISTING DRAINAGE STRUCTURES

Not Used.

50. SURVEY WORK

The Contractor will retain or employ a Professional Land Surveyor to layout all storm sewer construction and provide final measurements.

At the project pre-construction meeting, to be attended by the Contractor's Surveyor or survey representative, the representative will be provided a packet of information, showing the format used by the Public Works Department. The Contractor is advised that the survey work, including required final measurements, shall be according to Public Works Standards and are an integral part of the project. The project will not be considered complete until the City Engineer approves the final measurements.

Layout is to be under the supervision of the Professional Land Surveyor. The centerline of catch basins and an offset line parallel with the centerline of the pipe will be marked by nails and discs at intervals of no more than 50 feet. Distances between manholes or structures will be accurate within 0.10 foot and elevations of the offset points will be determined with an accuracy of ± 0.03 foot.

Offset points are to be painted with good quality traffic paint with the distance from the catch basin and the low invert. This information is to be shown in the approved field book and on a cut sheet form provided by the City Engineer. All cut sheets are to be delivered to the City Engineer only.

The final measurements will include accurate horizontal and vertical location of all construction. This includes, but is not limited to grate, invert and bottom elevations of catch basins or structures and size and type of all piping.

The Surveyor works for the Contractor but shall be available on a full time basis to answer any questions the City Engineer may have. All costs for survey work shall be considered incidental to the general work and no additional compensation will be allowed.

51. PRE-CAST STRUCTURES

The Contractor shall submit detailed shop drawings of pre-cast structures for approval by the Engineer prior to pouring of the structures.

Pre-cast structures shall be placed to proper grade and shall not be used as a tamper for compaction or to lower or adjust the elevation of the structure.

Any pre-cast structures that are mishandled or dropped from heights greater than 6 inches shall be subject to being removed from the project and rejected at the Engineer's discretion.

52. REMOVAL OF EXISTING STORM SEWER MAINS AND CATCH BASINS

Not Used.

DOCUMENT 00800
SPECIAL PROVISIONS

53. SURFACE RESTORATION

Pavement, sidewalk, curb and gutter replacement in this project will be permanent. The Contractor shall remove and replace only the amount of pavement, sidewalk, curb and gutter necessary to accomplish pipeline construction or as shown on the Plans.

Payment for the replacement of all type of pavement, sidewalk, curb and gutter over excavations shall be included in the various items in the Bid Form.

No additional compensation will be allowed for restoration of pavement, sidewalk, curb and gutter, driveways and sod damaged by the Contractor's construction and construction activities other than these indicated on the Plans or for restoration required by the contract documents.

54. DUST PREVENTION

The Contractor is required to perform its work in such a manner as to prevent dust caused by the work. All cost for dust prevention shall be included in other parts of the work.

The City of South Miami intends to enforce this section and if necessary will limit the number of manhole sections constructed prior to resurfacing. The City Engineer shall have the authority to require the Contractor to remove the dust from the street by mechanical means after the temporary patch has been placed, increase the frequency of water spraying and reroute equipment bringing in backfill and/or removing excess material or supplies necessary for construction.

55. ASPHALT PRIME COAT COVER SAND

Cover sand for limerock base prime coat shall be hot asphalt coated prior to application.

56. ASPHALTIC CONCRETE DESIGN MIX

The asphaltic concrete surface course shall be Type "S-III", as submitted by the local asphalt suppliers and approved by the City Engineer.

Asphaltic concrete mix for surface courses shall meet the requirements of Florida Department of Transportation Specifications for Type "S-III", Asphaltic Concrete, Section 331-1 through Section 331-5.

All new design mixes shall be submitted for approval to the City Engineer.

57. ASPHALTIC CONCRETE PAVEMENT

Prior to placing the asphaltic concrete surface course, the existing street surfaces shall be thoroughly cleaned. All utility castings shall be adjusted to the new surface elevation, if necessary, by their respective owners, except storm and sanitary sewer manhole covers and gratings, which shall be adjusted by the Contractor. The pavement edges shall be cleared of all encroaching vegetation, loose sand, rock and all other foreign matter, and the edges shall be patched as necessary to bring the pavement to a uniform width. All surface failures, which have resulted in potholes, shall be patched in an approved manner unless, in the opinion of the Engineer, the damage areas are of insignificant depth and can be satisfactorily filled and compacted in the normal operation of applying and compacting the surface course.

A bituminous tack coat shall be applied to the existing pavement surface prior to placing the new surface.

DOCUMENT 00800
SPECIAL PROVISIONS

The Contractor shall overlay street surfaces identified by the Engineer with 1-inch thick for City streets. Type "S-III" Asphaltic Concrete mixture as supplied by the local asphalt plants shall be approved by the City Engineer.

Asphaltic concrete mix for surface courses shall meet the requirements of Florida Department of Transportation Specifications for Type "S-III", Asphaltic Concrete, Section 331-1 through Section 331-5.

All new design mixes shall be submitted for approval to the City Engineer.

58. FINAL RESURFACING

No more than twenty (20) calendar days (excluding inclement weather) shall elapse from the time that a street is opened for trench excavation until time the final asphaltic surface course is constructed. Failure to comply with this requirement will result in the issuance of a stop order on all work until such time that the final asphaltic surface course is completed.

59. PAVEMENT MARKINGS AND SIGNAGE

All pavement marking and signage material and method of installation shall conform to the latest edition of the Manual of Uniform Traffic Control Devices and to Sections 710 and 711 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction. All costs for restoration of existing pavement markings and signs shall be included in one or more of the bid items and no additional compensation shall be allowed.

60. SIDEWALK REPLACEMENT PROCEDURES

Prior to the start of construction, the Contractor and City Engineer will identify locations for sidewalk replacement as specified on the plans and specifications.

The Contractor shall furnish all labor, materials, equipment, tools and related work required to complete the sidewalk replacement work described below, and in accordance with the contract documents and specifications:

1. If applicable, remove all roots to a depth of twelve (12) inches below the bottom of the sidewalk and prune trees endangered by extensive root pruning. (Limb pruning shall be accomplished prior to root pruning). All pruning shall be accomplished by an experienced landscape Contractor.
2. Replace and reset water meter boxes uplifted or broken within sidewalks that are to be replaced.
3. Restore private property, including sod, blocks, bricks, tile, concrete, etc., to transition to the new sidewalk elevation or to repair damage that occurred during the sidewalk replacement work.
4. Restore all parkways and all sprinkler systems or water connections broken or disturbed during the sidewalk replacement work.
5. Replace driveway approaches, in kind, within public right of way, that have been uplifted by tree roots.
6. Saw cut flags of sidewalk before removal to prevent damage to adjacent flags.
7. Flags of sidewalk that are not included in this contract for replacement that are damaged by the Contractor's operation and/or negligence are to be replaced at the Contractor's expense.

DOCUMENT 00800
SPECIAL PROVISIONS

8. Fill all form holes when forms are removed from new sidewalk or curb and gutter. The Engineer must approve filler material.
9. Any utilities that are damaged by the Contractor's operation and that were properly located and marked by the respective utility companies, or are detectable from the surface such as services from meters and valves, shall be repaired or replaced at the Contractor's expense. (See Section 72 of the Special Provisions.)
10. The Contractor shall schedule removal of driveway or sidewalk to minimize disruption of property owner's access to his property.
11. The amount of open area (where sidewalk has been removed but not repaired) shall be limited to an area less than or equal to the amount of sidewalk the Contractor can pour in three (3) calendar days or one (1) side of one (1) block, whichever is shorter.
12. Concrete for driveway sidewalk shall be poured within one (1) day of the existing sidewalk removal. The Contractor may saw cut and crack existing driveway sidewalk but leave it in place until removal, if the driveway is still satisfactory for vehicular use.
13. All costs for sidewalk replacement work shall be considered incidental in the general work and no additional compensation will be allowed.

61. SANITARY SEWER LATERAL REPLACEMENT

Sanitary sewer laterals in conflict with the proposed Construction shall be relayed where possible between the right of way line and the mainline sewer. An initial finding must first be made by the City Engineer to determine if the lateral can be adjusted to a higher or lower elevation. If the lateral can be adjusted, then the Contractor shall relay the lateral from the private property connection to the mainline sewer. This relaying shall include adjustments to cleanouts and fittings in the vicinity of the property line on private property with approved adapters and fittings. All costs for sanitary sewer lateral replacement shall be considered incidental to the general work and no additional compensation will be allowed.

62. TYPE II CEMENT

All concrete and masonry work in conjunction with all the work under this Contract, excluding sidewalk, curb and gutter and concrete encasements, shall be accomplished with Type II Cement, unless otherwise called for specifically in the Plans.

63. SAFETY

The Contractor is alerted that the State of Florida has adopted the "Trench Safety Act" for the purpose of incorporating current OSHA trench safety standards into municipal construction projects. The basic safety requirements are as follows:

Excavating and Trenching

- a. Before opening any excavation, efforts shall be made (including utility company contact) to determine if there are underground utility installations in the area, and they shall be located and supported during the excavation operations.
- b. The walls and faces of trenches 5 feet or more deep and all excavations in which employees are exposed to danger from moving ground or cave-in shall be guarded by a shoring system, sloping of the ground, or some other equivalent means.

DOCUMENT 00800
SPECIAL PROVISIONS

- c. In excavations which employees may be required to enter, excavated or other material shall be effectively stored and retained at least 2 feet or more from the edge of the excavation.
- d. Daily inspections of excavations shall be made by a competent person. If evidence of possible cave-ins or slides is apparent, all work in the excavation shall cease until the necessary precautions have been taken to safeguard the employees.
- e. Trenches 4 feet deep or more shall have adequate means of exit such as ladders or steps, located so as to require no more than 25 feet of lateral travel.

Head Protection

- a. Head protection equipment (helmets) shall be worn in areas where there is a possible danger of head injuries from impact, flying objects or electrical shock and burns.
- b. Helmets for protection against impact and penetration of falling and flying objects shall meet the requirements of ANSI Z89.1-1969
- c. Helmets for protection against electrical shock and burns meet the requirements of ANSI Z89.2-1971.

The cost of compliance with the Trench Safety Act is included in the unit price bid items for structures, pipe and/or exfiltration drain.

64. ACCEPTANCE OF WORK AND FINAL PAYMENT

Inspectors will do periodical and final inspections. The presence or absence of an inspector shall not lessen the responsibility of the Contractor to properly perform the work. The City Engineer shall determine the amount quality, fitness and acceptability of the work and materials to be paid for.

65. MAINTENANCE OF LANDSCAPING

Existing trees on private property and in the public right of way are to be protected. Trimming of trees will not be allowed without prior approval from the Engineer and the Public Works Director. The services of a licensed landscape contractor shall be retained for any trimming required due to construction activities and for all planting and transplanting of trees shown on the Plans.

Landscaping and Structures existing on private property adjacent to the proposed work are to be maintained and any replacement shall be of equal or better quality. Cost for maintenance of landscaping and replacement of existing sod shall be considered, as incidental of the job and no additional compensation will be allowed.

66. TRANSPLANTING EXISTING TREES AND PALMS

Existing trees shown on the Plan to be relocated shall be root pruned. In preparation for moving, a minimum of six (6) weeks and a maximum of twelve (12) weeks prior to installation shall occur. Ball sizes shall be as specified in Grades and Standards, for Nursery Plants - Part II Palms and Trees, Charles S. Bush, Department of Agriculture.

Trees shall be braced in three (3) directions with clean sound 2- x 4-foot lumber. Stakes shall be driven at the base of each brace to prevent slippage. Bracing may be nailed to the

DOCUMENT 00800
SPECIAL PROVISIONS

2- x 4-foot blocking about tree trunk. Blocking however shall be banded at two (2) places, not nailed.

No guarantee and no root guard will be required for transplanted trees; however, they shall be planted and maintained according to the highest nursery standards.

In the event that transplanted trees die before acceptance of the contract, they shall be removed and the resulting holes filled and sodded.

It is required that tree relocation be done by a competent landscape company or nursery knowledgeable and experienced in this type of work to insure a successful transplanting job.

67. SOD, TREE, SHRUB AND TREE STUMP REMOVAL AND TRIMMING

Sod, trees, shrubs, tree stumps, etc., to be removed due to new construction are the responsibility of the Contractor.

The cost of shrub removal, tree trimming, and sod restoration shall be incidental to the project and no additional compensation shall be allowed.

68. PROTECTION OF EXISTING UTILITY POLES

The Contractor shall ensure that the existing utility poles are properly protected during installation of the pipes and structures and shall coordinate with the utility pole owner any safeguards necessary to protect the utility pole including bracing of the pole during construction, if necessary.

All costs for the protection of the utility poles and any cost for the temporary bracing by the utility pole owner shall be the responsibility of the Contractor and shall be considered incidental to and included in the various items in the bid form. No additional compensation for this service shall be considered or allowed.

69. MOBILIZATION

The cost of mobilization shall be included in the applicable bid item in the Proposal.

70. ADJUSTMENTS BEHIND PROPERTY LINES

Adjustments to approach walks and driveways on private property shall be made at a slope no greater than 1:12. Adjustments to existing ground on private property shall be sodded and made at a slope no greater than 1:3. All adjustments of driveways and walks shall be of a matching type.

71. MATERIALS OF EXCAVATION

Materials of excavation shall include all materials encountered. Any unforeseen obstacles or debris encountered shall be removed and will be considered, as incidental to construction and additional compensation will not be allowed.

72. EXISTING UNDERGROUND STRUCTURES

The Contractor shall contact the various utility companies to obtain the location of the existing underground utilities prior to beginning any excavation work.

Caution shall be exercised by the Contractor in grading operations as some existing underground utilities have a minor cover. The Contractor shall be responsible for replacing

DOCUMENT 00800
SPECIAL PROVISIONS

any underground facility broken or dislocated during construction for which sufficient underground information has been provided by the utility companies.

Any existing underground utilities, such as but not limited to sanitary sewer lines, laterals or storm sewer lines damaged during construction shall be repaired at the Contractor's expense.

73. COMMENCEMENT OF WORK

Prior to the start of any work under this Contract, the Contractor shall meet with representatives of the Department of Public Works and the various utility companies to coordinate the work.

It has been the City's experience on previous projects that problems related with building access, drainage and dust control were created due to inadequate construction scheduling. These problems were further aggravated when work on partially constructed streets remained idle for excessive periods of time.

All work shall proceed in an orderly, progressive fashion and in a manner and sequence that will minimize drainage and dust control problems and insure the least possible inconvenience to traffic and property owners in the project area.

74. COORDINATION WITH SEPARATE CONTRACTORS

Prior to the beginning of any work under this contract, the Contractor shall meet with the various utility companies concerned, and the City of South Miami Engineer. The purpose of this meeting is to coordinate all aspects of the work to be accomplished under this Contract.

The Contractor shall coordinate his work to cooperate fully with the other contractors, and all utility companies working in the area.

The Contractor shall schedule his work in such manner and provide proper supervision so as to cause a minimum amount of conflict or delay to other contractors and utility companies.

The Contractor shall submit a detailed sequence of construction to the City. Scheduling of all work shall be as approved by the Engineer.

The Contractor will be held responsible for any delay in time and/or damage to existing structures, foundation, utilities or other existing features because of omission or neglect by himself or his employees. Any property damaged by his operations shall be replaced or repaired to its original condition at no extra cost to the City. The City of South Miami Engineer will be the mediator in all such cases wherein the Contractor or the utility companies are in dispute concerning lost time or property damages. The Contractor shall abide by these judgments and decisions in all cases.

75. SUBCONTRACTORS

Names of all subcontractors and their current County-Municipal License Numbers shall be listed on the proposal in the spaces provided. No change in subcontractors, as listed shall be allowed without written permission of the Engineer. Subcontractors shall hold a valid License at the time of executing a Contract.

DOCUMENT 00800
SPECIAL PROVISIONS

76. SITE INSPECTION

The Contractor shall examine all sites of work, inform himself in regard to all conditions pertaining to the place where the work is to be done, and fully satisfy himself relative to the work to be performed prior to submitting the bid.

77. LIMITS OF CONSTRUCTION

The Limits of Construction for this project encompasses the area shown on the drawings.

78. OWNER'S CONTINGENCY

To provide a fund for contingent work described below, the Contractor shall include in his Proposal under the appropriate Owner's Contingency Bid Item, the sum of **Twenty Thousand Dollars (\$ 20,000.00)**. This fund shall be used to pay for the following when not provided for on the Plans, in the Specifications, or in another Item of the Proposal:

- a) The adjustment, removal, or reconstruction of any City-owned structures, not shown on the Plans nor specifically mentioned in the Specifications.
- b) Other unforeseen surface or underground adjustments or additional work not included on the Plans or in the Specifications.

The amount of such construction adjustments, services and/or work, are rough estimates only and shall be done only as directed by the City, who shall approve all charges which will be paid for from the funds set forth for in the Owner's Contingency. All construction adjustments, and/or extra work that is done by the Contractor without previous written approval by the City, shall be considered incidental to the job and the City will not be liable for extra compensation. Any portion of said Contingency remaining after all authorized payments have been made will be withheld from Contract payments.

DOCUMENT 00800
SPECIAL PROVISIONS

NOTICE TO BIDDERS/PROSPECTIVE CONTRACTOR(S)

Attention is called to the fact that no less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

DOCUMENT 00800
SPECIAL PROVISIONS

U.S. Department of Labor (Davis-Bacon)

General Decision Number FL96044

Miami Dade County

Construction Type:

Municipal-Drainage

Laborers

Concrete Workers & Finishers

Fence Erectors

Power Equipment Operators

Surveyors

Pipe Installers

Electricians

DOCUMENT 00800
SPECIAL PROVISIONS

NOTICE OF REQUIREMENTS FOR CLEAN AIR AND WATER

1. (Applicable if the bid or offer exceeds \$100,000, or the contracting officer has determined that orders under and indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8 (c)(1) or the Federal Water Pollution Act (33 U.S.C. 1319(c) and is listed by EPA, or is not otherwise exempt.)
2. The bidder or offeror certifies as follows:
 - a. Any facility to be utilized in the performance of this proposed contract has (), has not (), been listed on the Environmental Protection agency List of Violating Facilities.
 - b. He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, and Environmental Protection Agency, indicating that any facility, which he proposes to use for the performance of the contract, is under consideration to be listed on the EPA List of Violating Facilities.
 - c. He will include substantially this certification, including this paragraph (c) in every nonexempt subcontract.

DOCUMENT 00800
SPECIAL PROVISIONS

Date: _____

APPLICATION FOR PAYMENT NO. _____

Project No. _____

To: _____(OWNER)

From: _____(CONTRACTOR)

Contract for: _____

For Work accomplished through the date of _____, 20____

SUMMARY OF CONTRACT AMOUNTS

- | | | |
|----|---|-----------------|
| 1. | Original Contract Price: | \$ _____ |
| 2. | Change Orders No. through | \$ _____ |
| 3. | Contract Price with all approved Change Orders: | \$ _____ |
| 4. | Work completed to date: | \$ _____ |
| 5. | Less (10%) Retainage: | \$ _____ |
| 6. | Amount due to date: | \$ _____ |
| 7. | Less previous payments (or applications): | \$ _____ |
| 8. | AMOUNT DUE THIS APPLICATION: | \$ _____ |

Note: This application must be accompanied with the Certification of Contractor Form and worksheet for complete items as shown on page 00800-33.

Accompanying Documentation:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: _____, _____

By: _____
(Project Manager)

DOCUMENT 00800
SPECIAL PROVISIONS

APPLICATION FOR PAYMENT NO. _____
Contractor's Schedule of Completed Work Items

Project: _____ Sheet _____ of _____

Owner's Contract No.: _____ Engineer's Project No.: _____

For work accomplished through the date of: _____, 20____

Item No.	Description	ORIGINAL CONTRACT QUANTITIES				WORK COMPLETED	
		Quantity	Unit	Unit Price	Amount	Quantity	Amount
	Totals (Original Contract)				\$ _____		\$ _____
	Change Order No. 1:				\$ _____		\$ _____
	Change Order No. 2:				\$ _____		\$ _____
	PROJECT TOTAL:				\$ _____		\$ _____

DOCUMENT 00800
SPECIAL PROVISIONS

**CERTIFICATION OF CONTRACTOR
(APPLICATION FOR PAYMENT)**

According to the best of my knowledge and belief, I certify that all items and amounts shown on Application for Payment No. _____ are correct, that all work has been performed and/or materials supplied in full accordance with the terms and conditions of this Contract, dated _____, 20____ between _____ (Owner) and _____ (Contractor);

I further certify that all just and lawful bills against the undersigned and his subcontractors and suppliers for labor, material and equipment employed in the performance of this Contract have been paid in full accordance with their terms and conditions; that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged; and that there are no Vendor's, Mechanic's or other Liens or rights to liens or conditional sales contracts which should be satisfied or discharged before such payment is made.

Date: _____ Contractor _____

STATE OF FLORIDA

COUNTY OF _____

Personally appeared before me this _____ day of _____, _____
_____ known (or made known)

to me as the _____

(Owner) (Partner) (Corporate Officer) – Give Title of _____

Contractor(s) who subscribed and swore to the above instrument in my presence.

Notary Public – (Type Name)
State of Florida-at-Large
My Commission Expires: _____

The Contractor shall execute this Certificate and attach it to each Application for Payment.

DOCUMENT 00800
SPECIAL PROVISIONS

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared _____, who, after being first duly sworn, upon oath deposes and says that all lienors contracting directly with, or directly employed by (him, them, it) and that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act) as amended, have been paid and discharged, and that all bill, wages, fees, claims and other charges incurred by _____ in connection with the construction of _____ have been paid in full.

SIGNED: _____

By: _____

WITNESSES:

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ day _____, 20 ____ AD.

Notary Public – (Type Name)

State of Florida-at-Large

My Commission Expires: _____

DOCUMENT 00800
SPECIAL PROVISIONS

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____ for
and in consideration of the sum of _____ Dollars
(\$ _____) paid to _____ by the _____, receipt of which
is hereby acknowledged, does hereby release and quitclaim to the City of South Miami, the Owner,
its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever which
_____ now has (have) or might have against the property, building,
and/or _____ for _____ any _____ incidental _____ expense _____ for _____ the _____ construction _____ of:
_____ thereon _____ or _____ in
otherwise improving said property situated as above described.

IN WITNESS WHEREOF _____ have (has) hereunto set _____ hand and
seal _____ this _____ day of _____, 20____, A.D.

WITNESSES:

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ day _____, 20 ____ AD.

Notary Public – (Type Name)

State of Florida-at-Large

My Commission Expires: _____

SECTION 00850

BASIC FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)/FEDERAL HIGHWAY ADMINISTRATION (FHWA) CONTRACT PROVISIONS

1. No payments may be based on time and material costs unless limited to work performed during the first 70 hours of actual work following disaster event.
2. Payment will be made only for debris that FEMA or FHWA determine eligible.
3. Contractors shall submit invoices regularly and for no more than 30-day periods.
4. For time and material contracts, the Contractor will not be paid for standby or idle- time costs.
5. Contractor shall comply with all applicable FEMA or FHWA federal aid requirements (FHWA Form 1273, Davis Bacon Wages Act-waived for Debris removal services only, Buy America, Disadvantaged Business Enterprises, American Disabilities Act, and Convict Labor Prohibition).
6. All FHWA emergency repair work conducted under the Emergency Relief program must comply with the requirements of the National Environmental Policy Act (NEPA).

SECTION 00900

ADDENDUM

SECTION 02001

MOBILIZATION

PART 1 - DESCRIPTION

1.01 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.02 SUMMARY

This Section specifies the minimum requirements for preparatory work and operations, including, but not limited to those activities necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings, safety equipment, first aid supplies, sanitary and other facilities, and all other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to the beginning of work on the site.

PART 2 – SPECIFIC REQUIREMENTS

2.01 FDOT SPECIFICATIONS

If compliance with FDOT Specifications is specified on the Drawings or in the contract documents, this Section shall replace the entire Division II, Section 101 of the FDOT Standard Specifications for Road and Bridge Construction, dated 1996.

PART 3 – BASIS OF PAYMENT

3.01 MAXIMUM AMOUNT

The amount bid for MOBILIZATION shall not exceed 10% of the Total Bid Price for all work. In the event that an amount greater than 10% of the Total Bid Price is bid, the amount in excess of 10% will be deducted from the Total Bid Price such that the bid item for MOBILIZATION is equal to 10% of the adjusted Total Bid Price.

END OF SECTION 02001

SECTION 02230

SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Protecting existing trees and vegetation to remain.
2. Removing trees and other vegetation.
3. Clearing and grubbing.
4. Topsoil stripping.
5. Removing above-grade site improvements.
6. Disconnecting, capping or sealing, and abandoning site utilities in place.
7. Disconnecting, capping or sealing, and removing site utilities.

- B. Related Sections include the following:

1. Division 1 Section "Field Engineering" for verifying utility locations and for recording field measurements.
2. Division 1 Section "Construction Facilities and Temporary Controls" for temporary utilities, temporary construction and support facilities, temporary security and protection facilities, and environmental protection measures during site operations.
3. Division 2 Section "Building Demolition" for demolition of buildings, structures, and site improvements.
4. Division 2 Section "Selective Demolition" for partial demolition of buildings or structures undergoing alterations.
5. Division 2 Section "Tree Protection and Trimming" for protecting trees remaining on-site that are affected by site operations.
6. Division 2 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.
7. Division 2 Section "Landscaping" for finish grading, including placing and preparing topsoil for lawns and planting.

1.3 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than

underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of weeds, roots, and other deleterious materials.

1.4 MATERIALS OWNERSHIP

- A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.

1.5 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Record drawings according to Division 1 Section "Contract Closeout."
 - 1. Identify and accurately locate capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing indicated removal and alteration work on property adjoining Owner's property will be obtained by Owner before award of Contract.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Notify utility locator service for area where Project is located before site clearing.

PART 2 - PRODUCTS (Not Applicable)

2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 2 Section "Earthwork."
 - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Locate and clearly flag trees and vegetation to remain or to be relocated.
- D. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TREE PROTECTION

- A. Erect and maintain a temporary fence around drip line of individual trees or around perimeter drip line of groups of trees to remain. Remove fence when construction is complete.
 - 1. Do not store construction materials, debris, or excavated material within drip line of remaining trees.
 - 2. Do not permit vehicles, equipment, or foot traffic within drip line of remaining trees.
- B. Do not excavate within drip line of trees, unless otherwise indicated.
- C. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
 - 1. Cover exposed roots with burlap and water regularly.
 - 2. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
 - 3. Coat cut faces of roots more than 1-1/2 inches (38 mm) in diameter with an emulsified asphalt or other approved coating formulated for use on damaged plant tissues.

4. Cover exposed roots with wet burlap to prevent roots from drying out. Backfill with soil as soon as possible.
- D. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Engineer.
 1. Employ a qualified arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
 2. Replace trees that cannot be repaired and restored to full-growth status, as determined by the qualified arborist.

3.3 UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing when requested by Contractor.
 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
 2. Arrange to shut off indicated utilities with utility companies.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Engineer's written permission.
- D. Excavate for and remove underground utilities indicated to be removed.
- E. Removal of underground utilities is included in Division 15 mechanical or Division 16 electrical Sections.

3.4 CLEARING AND GRUBBING

- A. Remove obstructions, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
 1. Do not remove shrubs, and other vegetation indicated to remain or to be relocated.
 2. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18 inches (450 mm) below exposed subgrade.
 3. Use only hand methods for grubbing within drip line of remaining trees.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding 8-inch (200-mm) loose depth, and compact each layer to a density equal to adjacent original ground.

3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
 1. Strip surface soil of unsuitable topsoil, including trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Limit height of topsoil stockpiles to 72 inches (1800 mm).
 2. Do not stockpile topsoil within drip line of remaining trees.
 3. Dispose of excess topsoil as specified for waste material disposal.
 4. Stockpile surplus topsoil and allow for respreading deeper topsoil.

3.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.

3.7 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 02230

SECTION 02240

DEWATERING

PART 1 - GENERAL

1.1 SUMMARY

- A. Dewatering may be necessary for the construction of utility services, storm drainage, and/or concrete foundation work. The contractor shall furnish, install, maintain, and operate all necessary pumping and other equipment required for dewatering activities.
- B. All dewatering equipment must be in excellent working conditions and shall at all times be maintained and operated by the Contractor at the efficiency and capacity for maintaining the specified areas in a dewatered state.
- C. All dewatering activities must be duly permitted and authorized by the applicable regulatory agency and Owner and Engineer notified prior to commencing dewatering activities.
- D. Measurement and Payment shall be considered incidental to this project and shall be processed accordingly.
- E. Related Sections:
 - 1. Division 2 – Water Distribution
 - 2. Division 2 - Sanitary Sewerage
 - 3. Division 2 – Storm Drainage
 - 4. Division 2 – Excavation & Fill For Utilities
 - 5. Division 3 – Concrete
 - 6. Division 15 – Domestic Water Piping
 - 7. Division 15 – Sanitary/Waste Piping
 - 8. Division 15 – Stormwater Piping

1.2 REFERENCES

- A. American Society for Testing Materials (ASTM).
- B. Miami-Dade Public Works Department (MDPWD).
- C. Miami-Dade Water & Sewer Department (MDWASD).

1.3 QUALITY ASSURANCE

- A. The Contractor shall be responsible for the adequacy of construction, maintenance and safety of adjacent structures and for the adequacy of operation and maintenance of dewatering machinery or equipment used to control water levels in the protected areas.
- B. The Contractor shall modify the methods of dewatering or augment the dewatering facilities as necessary to assure slope stability and to ensure that the affected area is effectively maintained in a dry state.
- C. The Contractor shall provide supervision by qualified personnel skilled in the operation, maintenance of dewatering activities and equipment/machinery.

1.4 SUBMITTALS

- A. Submit the following before starting work:
 - 1. A dewatering plan must be submitted to the Engineer for review and approval. The plan shall include the following:
 - a. General construction plan of the proposed work and dewatering equipment.
 - b. Proposed dewatering method and excavation sequence.
 - c. Proposed method of disposing pumped water and methods to be undertaken to prevent settlement of adjacent construction as result of lowering the water table.

PART 2 - PRODUCTS AND MATERIALS

- A. The applicable regulatory agency must approve all materials and products used for dewatering.
- B. The products, materials and techniques for dewatering must be consistent with standard practices acceptable in Miami-Dade County. In addition, the applicable regulatory agency must authorize dewatering operations and techniques.

PART 3 - EXECUTION

3.1 PUMPING RATES

- A. Water levels shall be lowered at a uniform rate. Pumping rates must be specified on the dewatering plan and must be approved by the Miami-Dade Department of Environmental resource Management (DERM), Owner and Engineer.

3.2 QUALITY AND QUANTITY MONITORING

- A. Flows from the dewatering system must be monitored and checked at least twice

daily for changes in quality and quantity. The Owner and Engineer must be notified immediately of any abnormalities in the flow.

3.3 DISPOSAL

- A. Disposal must be in accordance with the standards as stipulated by the applicable regulatory agency. Contact Miami-Dade Department of Environmental Resource Management (DERM).

3.4 DEWATERING PERMIT

- A. Miami-Dade Department of Environmental Resource Management (DERM) requires that a permit be obtained for dewatering activities. City of Doral may have delegation from DERM to issue this permit. Contractor may contact DERM accordingly:

Miami-Dade County Department of Environmental
Resource Management (DERM)
33 SW 2nd Avenue, Miami, FL 33130

END OF SECTION 02240

SECTION 02315

EXCAVATION & FILL FOR UTILITY SYSTEMS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Clearing, excavating, grading and backfilling as required for the construction of piped and other underground utility systems and appurtenances
- B. Related Sections:
 - 1. Division 2 – Water Distribution
 - 2. Division 2 - Sanitary Sewerage
 - 3. Division 2 – Storm Drainage
 - 4. Division 2 - Dewatering
 - 5. Division 15 – Domestic Water Piping
 - 6. Division 15 – Sanitary/Waste Piping
 - 7. Division 15 – Stormwater Piping

1.2 REFERENCES

- A. American Society for Testing Materials (ASTM).
- B. Miami-Dade Public Works Department (MDPWD).
- C. Miami-Dade Water & Sewer Department (MDWASD).
- D. City of South Miami Public Works and Engineering Department.
- E. City of South Miami Public Works and Engineering Department.

1.3 QUALITY ASSURANCE

- A. The Contractor shall be responsible for the adequacy of construction, maintenance and safety of adjacent structures during excavation and fill operations.

B. Trench Safety Act:

1. Comply with the requirements of the Trench Safety Act (FS 553.60 through 553.64). Where the project includes trenching which exceeds a depth of 5 feet, comply with the trench safety standards as required by FS 553.63 and 553.64.

PART 2 - PRODUCTS AND MATERIALS

2.1 MATERIALS

A. Bedding Material:

1. For use below the water table or in wet trenches: pea rock, 3/4 inch washed rock, or similar material.
2. Pipe bedding material for use in dry trenches: limerock screenings, sand or other fine inorganic material.

B. Additional Backfill Material:

1. "Satisfactory Fill Materials" include materials classified in ASTM D2487 as GW, GP, SW, and SP properly worked by Contractor to obtain optimum moisture and compaction. Maximum size of rock limited to 6 inches. Use 2-inch maximum size for the top 2 feet below the finish indicated grade.
2. Stones or rocks:
 - a. Not larger than six inches in diameter.
 - b. When placed within one foot of piping and appurtenances: Not larger than two inches in diameter.
 - c. When placed within one foot of PVC piping: Not larger than one inch in diameter.

C. Fill Brought From Off-site: Provide test results and source certification that fill materials do not contain any hazardous materials such as heavy metals, petroleum products.

1. Protect existing utilities from movement, settlement, or other damages according to Instructions to Bidders and General Conditions of the Project.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Perform all clearing necessary for the proper installation of all piping and appurtenances.
- B. Transplant, relocate, protect and preserve plantings, shrubbery, trees, or other landscape materials subject to damage resulting from excavation and other site operations. Replace damaged landscape materials and plant materials.

- C. Relocate, brace, protect and preserve utility poles, structures, and other site improvements subject to damage resulting from excavation and other site operations. Repair damaged site improvements.

3.2 PROJECT CONDITIONS

A. Existing Utilities:

- 1. Protect existing utilities from movement, settlement, or other damages according to Instructions to Bidders and General Conditions of the Project.

- B. Trench Safety Act: Provide trench safety systems at all trench excavations where workers may be exposed to moving ground or cave-ins regardless of depth of trench. Ensure all trenches more than 5 feet in depth comply with OSHA "Trench Safety Act".

3.3 FIELD QUALITY CONTROL

A. Excavations:

- 1. Perform all excavations of every description and of whatever substances encountered, including rock excavations, to the dimensions and depth necessary for installation of utility systems as specified or to remove deleterious materials.

F. All excavations: Made by open cut.

G. Trench walls:

- a. Kept vertical.
- b. Sheeted and braced as necessary to protect the safety of workmen, the general public, this or other work or structures, or to maintain specified trench widths.
- c. Wood sheeting or certain designs of steel sheeting: cut off sheeting at a level 2 feet above the top of the installed pipe and leave in place that portion below that level.
- d. Interlocking steel sheeting: remove sheeting after use providing removal can be accomplished without disturbing the bedding, pipe or pipe alignment.
- e. Damage to the pipe bedding, pipe or alignment of the constructed utility caused by removal of sheeting: Replace affected portion of the Work at no additional cost to Owner.
- f. Open trench ahead of pipe laying operations: Not more than 100 linear feet.
- g. Slope trench sides to a stable angle of repose of the excavated material in areas where trench widths are not limited by Right-of-Way and easement widths, property line restrictions, existing adjacent improvements, including pavements, structures and other utilities, or maintenance of traffic.
- h. Safely constructed movable shield, "box" or "mole": use in place of sheeting when the trench is opened immediately ahead of the shield and closed immediately behind the shield as pipe laying proceeds inside the shield.

4. Trench Access: Provide ladders or steps.

5. Pipe trenches for utility lines:

- a. Excavate to a width within the limits of the top of the pipe and the trench bottom to provide a clearance on each side of the pipe barrel, measured to the face of the excavation or sheeting, if used, of 8 inches to 12 inches.
 - b. Manhole excavations: Of sufficient depth to permit their construction on the undisturbed bottom of the excavation.
 - c. Refer to applicable standards from agencies maintaining jurisdiction.
6. Materials removed from the trenches:
 - a. Store and dispose of excavated materials in a manner that will not interfere with traffic on public streets and sidewalks.
 - b. Do not store or place excavated materials on public or private property outside the Owner's property line.
 - c. Properly dispose of unsuitable materials such as muck and organically contaminated fill off site.
 - d. Materials suitable for use as backfill: Hauled to and use in areas where not enough suitable material is available from the excavation.
- B. Excess suitable material: Dispose of within the limits of the project as directed by the Owner and Engineer.
 1. Excavation of Unclassified Material:
 - a. Materials encountered during the excavating to the depth and extent specified and indicated on drawings may include rock, concrete, masonry, or other similar materials.
 - b. No adjustment will be made in the Contract Price because of the presence (or absence) of rock, concrete, masonry, or other similar materials.
- C. Removal of Water:
 1. Dewatering: Refer to Section 02240
 2. Water Disposal:
 - a. Do not cause injury to public health, to public or private property, to the work completed or in progress, to the surface of the streets, or cause any interference with the use of the same by the public.
 - b. Submit proposed methods of handling trench water and locations at which the water will be disposed of to the Project Consultant for approval.
 - c. Do not start excavation until receiving approval of proposed water disposal method.
- D. Pipe Bedding:
 1. Excavate pipe trenches to a level of 8 inches below the outside bottom of the proposed pipe barrel.
 2. Backfill resulting excavation with pipe bedding material, up to the level of the lower one-half (1/2) of the proposed pipe barrel.
 3. Tamped and compact backfill to provide proper bedding for the pipe and then shape bed to receive the pipe.
 4. Provide bedding under the branch of all fittings to furnish adequate support and bearing under the fitting.

E. Backfill under Manholes, Inlets and Meter Vaults:

1. MDWASD standards and specifications.

F. Trench Stabilization:

1. No claim for extras, or additional payment will be considered for cost incurred in the stabilization of trench bottoms, which are rendered soft or unstable as a result of construction methods, such as improper or inadequate sheeting, dewatering or other causes.
2. Do not install pipe when such conditions exist.
3. Contractor: correct such conditions so as to provide proper bedding or foundations for the proposed installation at no additional cost to the Owner.

G. Backfill

1. Backfilling of utility trenches: not allowed until the work has been inspected and approved by Maintaining Agency Inspector, Engineer and Owner in accordance with standards of applicable maintaining agency having jurisdiction.
2. Provide pressure tests as required by codes and jurisdictional authorities.
3. Uncover any work, which is covered or concealed without approved inspections by the Inspectors (Engineer and Maintaining Agency having jurisdiction and Owner representative) at no cost to the Owner.
4. Backfill: Per MDWASD and MDPWD Standards, Specifications and Guidelines.

END OF SECTION 02315

SECTION 02330

EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Earthwork for buildings, as indicated on the Drawings and specified in this section.
2. Earthwork for grassed and landscaped area, as indicated on the Drawings and specified in this section.
3. Earthwork for paved and hardscape and paved areas, as indicated on the Drawings and specified in this section.

B. Related Sections:

1. Division 2 – Site Clearing
2. Division 2 – Termite Control
3. Division 2 – Dewatering
4. Division 2 – Asphalt Concrete Paving

1.2 REFERENCES

- A. American Society for Testing Materials (ASTM).
- B. Florida Building Code.
- C. Miami-Dade County Public Works Department (MDPWD).
- D. Miami-Dade Water & Sewer Department (MDWASD).
- E. Florida Department of Transportation (FDOT).
- F. City of South Miami Public Works and Engineering Department.

1.3 DEFINITIONS

- A. Backfill: Soil materials used to fill an excavation.

- B. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
- C. Final Backfill: Backfill placed over initial backfill to fill a trench.
- D. Base Course: Layer placed between the subgrade course and asphalt paving.
- E. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- F. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- G. Excavation: Removal of material encountered above subgrade elevations.
 - 1. Additional Excavation: Excavation below subgrade elevations as directed by Engineer. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- H. Fill: Soil materials used to raise existing grades.
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below base, drainage fill, or topsoil materials.

1.4 SUBMITTALS

- A. General: Refer to Project's Administrative Procedures, for submittal procedures.
- B. Submit the following before starting work:
 - 1. Compaction Machinery Specifications.
 - 2. Compaction Tests (ASTM D 698, ASTM D 1557).
 - 3. Soil Classification Tests (ASTM D2487).
 - 4. Stabilized Subgrade Composition and Density.
 - 5. Samples of on-site and borrow soil material.

6. Testing Laboratory Information.

1.5 QUALITY ASSURANCE

- A. Comply with applicable requirements of authorities maintaining jurisdiction.
- B. Geo-technical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.
- C. Pre-excavation Conference: Conduct pre-excavation meeting prior to commencing work.

1.6 SITE CONDITIONS

- A. Trench Safety Act:
 - 1. Comply with the requirements of the Trench Safety Act (FS 553.60 through 553.64).
 - 2. Where the project includes trenching which exceeds a depth of 5 feet, comply with the trench safety standards as required by FS 553.63 and 553.64.
- B. Determine location and nature of work, type of equipment, and facilities needed for performance of work, general, and prevailing at site.
- C. Subsurface data including utilities, soil borings, ground water elevations, or conditions, if shown on the drawings are presented only as information available. Verifications must be made as to their exact locations and conditions.
- D. Contractor must verify the availability of utilities not identified or indicated on the Drawings.

1.7 JOB CONDITIONS

- A. Take precautions and measures to guard against movement, settlement, injury, or loss to adjacent properties.
- B. Except where the removal is necessitated by location of the new building and associated features and/or depicted on the Drawings, every effort must be made to minimize impacts to existing sidewalks, curbs and gutters. Any of such sidewalks, curbs and gutters destroyed or damaged must be replaced at Contractor's expense.

PART 2 - PRODUCTS AND MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Backfill and Fill: Satisfactory soil materials. The following ASTM References are applicable: ASTM C136, ASTM D698, ASTM D1556 and ASTM D 2922.
- E. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

C. Refer to Section 02240.

3.3 EXPLOSIVES

- A. Use of explosives will not be permitted.
- B. Explosives should not be brought to the site and the use explosives without the written consent of the Owner and the authorities having jurisdiction. Written consent does not constitute relief for the Contractor on responsibility for accident & injury to people or for damage to property during blasting. Blasting operations must be in accordance and compliance with governing regulations.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
- B. Classified Excavation: Excavation to subgrade elevations classified as earth and rock. Earth cavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation. Rock excavation includes removal and disposal of rock. Do not excavate rock until Owner has authorized it.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements as indicated typical sections drawings, paving and grading drawings.

3.6 APPROVAL OF SUBGRADE

- A. Notify Engineer and Owner (or authorized agent) when excavations have reached required subgrade.
- B. If Engineer and Owner (or authorized agent) determine that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer and Owner.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust. Stockpile soil materials away from edge of excavations.

3.9 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
 - 2. Removing concrete formwork.
 - 3. Removing trash and debris.
 - 4. Removing temporary shoring and bracing, and sheeting.

3.10 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces in accordance with standard practices so that fill material will bond with existing material.
- C. Place and compact fill material in layers to the required elevations.

3.11 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
- B. Do not place backfill or fill material on surfaces that are muddy.
- C. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.
- D. Moisture control requirements may be waived at Engineer's directive and must be coordinated with project geo-technical recommendations.

3.12 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
- C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 95 percent.
 - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 92 percent.
 - 3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.

3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surfaces.
- B. Comply with compaction requirements and grade to cross sections, lines, and elevations as indicated on construction drawings.
- C. Provide a smooth transition between adjacent existing grades and new grades.
- D. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- E. Site Grading: Slope grades to direct water away from buildings and to prevent ponding or accumulation of water or runoff. Finish subgrades and/or base courses to required elevations as shown on the construction drawings and within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1 inch.
 - 3. Pavements: Plus or minus 1/2 inch.
- F. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.14 FIELD QUALITY CONTROL

- A. Testing Agency: Owner may engage a qualified independent geo technical engineering testing agency to perform field quality control testing. Otherwise, Contractor will be notified accordingly or must inquire from Owner regarding the availability of an independent geo technical testing agency.
- B. Allow testing agency to inspect and test sub grades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work complies with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
- D. When testing agency reports that sub grades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.15 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specify tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions. Scarify or remove and replace soil material to depth as directed by Engineer and Owner, reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.16 DISPOSAL

- A. Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, debris, and legally dispose of it off Owner's property.
- B. Do not burn any unused material, debris, trash or waste.
- C. Transport all such materials listed above off the Owner's property and legally dispose of them in accordance with regulations of the authorities having jurisdiction.

END OF SECTION 02300

SECTION 02335

SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section covers subgrade preparation for asphalt and concrete pavement.
- B. Related Work Specified Elsewhere:
 - 1. Crushed Rock Base Course: SECTION 02741.
 - 2. Bituminous Prime and Tack Coat: SECTION 02741.
 - 3. Asphaltic Concrete Paving: SECTION 02741.
 - 4. Concrete Paving: SECTION 02751.
 - 5. Curbs and Gutters: SECTION 02751.
- C. Definitions:
 - 1. Unsuitable Material:
 - a. Material encountered in excavation (cut) areas classified by Engineer as "organic silt" or "organic clay" when tested to conform to ASTM D2488.
 - b. In situ moisture content outside the range necessary for preparation of subgrade will not be cause for classification as unsuitable material.

1.02 REFERENCES

- A. Applicable Standards:
 - 1. American Society for Testing and Materials (ASTM):
 - a. D1556 - Test Method for Density and Unit Weight of Soil In Place by the Sand-Cone Method.
 - b. D1557 - The Moisture-Density Relations of Soils Using a 10-Pound (4.54 kg) Rammer and a 18-inch (457 mm) Drop.
 - c. D2167 - Test Method for Density and Unit Weight of Soil In-Place by the Rubber Balloon Method.
 - d. D2488 - Practice for Description and Identification of Soils (Visual-Manual Procedure).
 - e. D2922 - Test Methods for Density of Soil and Soil-Aggregate In Place by Nuclear Methods (Shallow Depth).
 - f. D2937 - Test Method for Density of Soil In Place by the Drive-Cylinder Method.

- g. D3017 - Test Method for Moisture Content of Soil and Rock In Place by Nuclear Methods (Shallow Depth).

PART 2 - PRODUCTS

2.01 GENERAL

- A. Equipment includes all units necessary to construct subgrade conforming to requirements specified, such as, but not limited to:
 - 1. Scarifiers.
 - 2. Discs.
 - 3. Water distributor.
 - 4. Blade graders.
 - 5. Subgrade planers.
 - 6. Templates, straightedges, and other devices necessary to accurately check grade and crown.
 - 7. Pneumatic rollers.
 - 8. Tamping rollers.
 - 9. Self-propelled, steel-wheel rollers.

2.02 PNEUMATIC ROLLERS

- A. Self-propelled.
- B. Two axles with not less than nine wheels using pneumatic tires.
- C. Rigid steel frame and body suitable for ballast loading.

2.03 TAMPING ROLLERS

- A. Towed or self-propelled.
- B. Staggered, uniformly spaced knobs or feet exerting not less than 250 psi on combined area in contact with the ground.
- C. Equipped with cleaning fingers maintained at full length to prevent accumulation of material between the feet.

2.04 STEEL-WHEEL ROLLERS

- A. Self-propelled tandem or 3-wheel.

- B. Weight not less than 10 tons.
- C. Equipped with scrapers to prevent accumulation of material on the rollers.

2.05 SUBGRADE PLANERS

- A. Designed to roll on forms or be electronically controlled by erected stringline or other reference.
- B. Adjustable to produce a subgrade of exact elevation and cross section specified.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prepare and maintain subgrade at the time the overlying pavement, base course, curb, or other surfacing is constructed thereon.
- B. Remove unsuitable material to the limits designated by Engineer and replace with suitable embankment material.

3.02 CONSTRUCTION REQUIREMENTS

- A. Grade and compact subgrade to meet specified requirements.
- B. Extend subgrade 6 inches, or such greater distance as is necessary, for support of equipment and forms used to place the overlying material beyond the limits of the overlying course.
- C. Moisture Control:
 - 1. Aerate, dry, or add moisture if necessary to produce a finished subgrade that is nonyielding and meets specified density.
 - 2. Scarify and disc subgrade material in both excavation (cut) and embankment (fill) areas having a moisture content too high to permit preparation of subgrade meeting specified requirements.
 - 3. Depth of manipulation shall be not less than 6 inches in all areas nor greater than 18 inches in excavation or (cut) areas.
 - 4. Contractor may, without cost to Owner, remove and replace or stabilize-in-place by acceptable methods, subgrade materials in lieu of adjusting the moisture content of in situ subgrade materials.
- D. Special Requirements for Portland Cement Concrete Pavement:

1. Accomplish final subgrade shaping by use of subgrade planer.
2. Remove excess material trimmed by subgrade planer from subgrade.
3. Recompact all loosened material behind the subgrade planer by rolling with a steel-wheel roller.

3.03 COMPACTION

- A. Compact subgrade to 95% of maximum density at optimum moisture as determined by ASTM D1557:
 1. All flexible and rigid pavement and base course.
- A. Moisture Content of Subgrade:
 1. Keep within the applicable moisture range necessary to permit preparation of subgrade to conform to requirements specified.
 2. Applicable moisture varies with specific materials, and may be at, above, or below the optimum moisture content determined by ASTM D1557..
 3. Determine the applicable moisture range necessary to obtain subgrade-in-place by use of Contractor's equipment and construction procedures.

3.04 SURFACE TOLERANCES

- A. Surface Tolerances:
 1. Maximum Compensating Deviation from Grade and Cross Section:
 - a. +0.02 foot for flexible and rigid pavement and bases.
- B. Test the completed subgrade for conformance to specified tolerances by means of straightedge, stringline, template, or other approved devices.
- C. Rework areas deviating from the specified tolerances by removing material from high spots and placing material in low areas.

3.05 FIELD QUALITY CONTROL

- A. Owner will, through services of an independent laboratory, test density and moisture content of the completed subgrade.
- B. Tests will conform to either ASTM D1556, ASTM D2167, ASTM D2937, or ASTM D2922 and ASTM D3017 at Engineer's option. Frequency of testing as specified in SECTION 02321.
- C. Construct succeeding courses on prepared subgrade only after it has been tested and approved by Engineer.

3.06 MAINTENANCE

- A. Maintain completed subgrade in finished condition until the overlying pavement or base course is placed.
- B. Restore all completed subgrade damaged prior to construction of the overlying course.
- C. Engineer's approval of subgrade at the time of its completion does not relieve Contractor of the requirement to maintain subgrade until such time as the overlying material is in place.

END OF SECTION 02335

SECTION 02630
STORM DRAINAGE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section includes the following:
 - 1. Furnishing material, and performing all labor necessary for the storm drainage system, including all necessary appurtenances indicated on the Civil Engineering Drawings.
- B. Related Sections:
 - 1. Division 2 – Earthwork
 - 2. Division 2 - Excavation and Fill for Utilities
 - 3. Division 2 - Dewatering
 - 4. Division 3 - Concrete
 - 5. Division 15 – Storm water Piping

1.2 REFERENCES

- A. American Society for Testing Materials (ASTM).
- B. Miami-Dade Public Works Department (MDPWD)
- C. Florida Department of Transportation (FDOT), Latest Edition, Standard Specifications for Road and Bridge Construction.
- D. American Association of State Highway Transportation Officials (AASHTO).
- E. City of South Miami Public Works and Engineering Department.

1.3 QUALITY ASSURANCE

- A. The Contractor shall be responsible for the adequacy of construction, maintenance and safety of adjacent structures during all operations covered under this section.
- B. Trench Safety Act:
 - 1. Comply with the requirements of the Trench Safety Act (FS 553.60 through 553.64). Where the project includes trenching which exceeds a depth of 5 feet, comply with the trench safety standards as required by FS 553.63 and 553.64.

1.4 REFERENCE SPECIFICATIONS

- A. The following reference specifications are applicable to this project:
1. Miami-Dade Public Works Department Specifications – **Section 00310** for Excavating, Trenching and Backfilling for Pipe Structures.
 2. Miami-Dade Public Works Department Specifications – **Section 00320** for Pipes.
 3. Miami-Dade Public Works Department Specifications – **Section 00340** for Manholes.
 4. Miami-Dade Public Works Department Specifications – **Section 00355** for Catch Basins Inlets.

1.5 SUBMITTALS

- A. Product Data: For the following:
1. Storm water Piping, Fixtures & Fittings.
- B. Shop Drawings: Include plans, elevations, details, and attachments for the following:
1. Pre-cast concrete structures, including frames, covers, and grates.
 2. Cast-in-place concrete structures, including frames, covers, and grates.
- C. Coordination Drawings: Show structures, pipe sizes, locations, and elevations. Include details of underground structures and connections. Show other piping in same trench and clearances from other utility piping. Indicate interface and spatial relationship between piping and proximate structures.
- D. Coordination Profile Drawings: Show system piping in elevation. Draw profiles at horizontal & vertical scale in accordance with standards of local agencies maintaining jurisdiction. Indicate underground structures and pipe. Show types, sizes, materials, and elevations of other utilities crossing system piping.
- E. Design Mix Reports and Calculations: For each class of cast-in-place concrete.
- F. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic structures, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle pre cast concrete structures according to manufacturer's written rigging instructions.

1.7 PROJECT CONDITIONS

- A. Site Information: Perform site survey, research public utility records, and verify existing utility locations. Locate existing structures and piping to be closed and abandoned.
- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated.

PART 2 – MATERIALS

- A. All materials, manufacturers, pipes, structures & fittings shall be in accordance with Miami-Dade Standards as noted in the Public Works Specifications (current edition).
- B. Any deviation from the referenced specifications must be forwarded to the Owner and Engineer for approval prior to construction.

PART 3 – EXECUTION

- A. All installation and construction must be in strict accordance with procedures as noted in the afore stated reference specification sections of the Miami-Dade Public Works Department (Current Edition).
- B. Any deviation from the referenced specifications must be forwarded to the Owner and Engineer for approval prior to construction.

END OF SECTION 02630

SECTION 02741

HOT-MIX ASPHALT PAVING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Furnishing material and equipment, and performing all labor necessary for:
 - 1. Asphalt Concrete Pavement.
 - 2. Pavement Markings.
 - 3. Wheel Bumpers Guards.
 - 4. Signage.
- B. Related Sections:
 - 1. Division 2 – Water Distribution
 - 2. Division 2 - Sanitary Sewerage
 - 3. Division 2 – Storm Drainage
 - 4. Division 2 - Earthwork
 - 5. Division 2 – Cement Concrete Pavement

1.2 REFERENCES

- A. American Society for Testing Materials (ASTM).
- B. Miami-Dade Public Works Department (MDPWD).
- C. Miami-Dade Water & Sewer Department (MDWASD).
- D. Florida Department of Transportation (FDOT), Latest Edition, Standard Specifications for Road and Bridge Construction.
- E. American Association of State Highway Transportation Officials (AASHTO).

1.3 QUALITY ASSURANCE

- A. The Contractor shall be responsible for the adequacy of construction, maintenance and safety of adjacent structures during this operation.

1.4 REFERENCE SPECIFICATIONS

A.. The following reference specifications are **applicable** to this project:

1. Miami-Dade Public Works Department Specifications – **Section 00033** for Stabilized Sub-grade.
2. Miami-Dade Public Works Department Specifications – **Section 00040** for Restoration of Trenches.
3. Miami-Dade Public Works Department Specifications – **Section 00051** for Lime rock Base.
4. Miami-Dade Public Works Department Specifications – **Section 00100** for Prime & Tack Coats.
5. Miami-Dade Public Works Department Specifications – **Section 00132** for AC Binder Course.
6. Miami-Dade Public Works Department Specifications – **Section 00133** for Asphalt Concrete.
7. Florida Department of Transportation Specifications – **Section 200** for Lime rock Base.
8. Florida Department of Transportation Specifications – **Section 330 and 331** for Asphalt Concrete.

PART 2 - PRODUCTS AND MATERIALS

- A. All materials, manufacturers, pipes, structures & fittings shall be in accordance with Reference Specifications listed above.
- B. Any deviation from the referenced specifications must be forwarded to the Owner and Engineer for approval prior to construction.
- C. Traffic Paint: Provide as indicated on drawings and to restore existing markings that were destroyed as a result of cut and replaced asphalt.
 1. Pavement Striping and Pavement Marking to be Per FDOT Specifications (current edition), Section 710, 711.
- D. Precast Concrete Wheel Bumpers: Provide as indicated on drawings or to replace existing damaged as a result of construction at no additional expense to the owner.
 1. Provide in accordance with Florida Department of Transportation Roadway & Traffic Design Standards, Index 300. (Current Edition)

- E. Signs: Provide as indicated on drawings or to replace existing damaged as a result of construction at no additional expense to the owner and in accordance with FDOT Specifications (current edition), Section 962, 995.

PART 3 - EXECUTION

- A. All installation and construction must be in strict accordance with procedures as noted in the afore stated reference specification sections.
- B. Any deviation from the referenced specifications must be forwarded to the Owner and Engineer for approval prior to construction.
- C. Connections to Existing Pavements: Sawcut with joints neat and inconspicuous as possible.
- D. Patching Existing Pavements: Repair existing pavement if damaged or removed due to construction activities as directed by the Owner and Engineer.
- E. Verify that compacted subgrade is dry and ready to support paving and imposed loads.
- F. Verify gradients and elevations of base are correct.
- G. Beginning of installation means acceptance of substrate.
- H. Traffic Striping/Pavement Marking :
 - 1. Cleaning: Sweep and clean parking and roadway surfaces to eliminate loose dust, dirt, debris, and other materials.
 - 2. Application: Apply paint with mechanical equipment to produce dense, opaque uniform straight lines and edges. Four-inch stripe width without feathered edges, accurately located, and applied in two (2) coats under provisions of the paint manufacturer's printed instructions.
 - 3. Location: As indicated on drawings. Items such as directional "arrows", pavement messages and "handicap" symbols as indicated on drawings. Colors should be consistent with current MUTCD Guidelines and Requirements and Florida Building Code.
 - 4. Must be constructed in accordance with Civil Engineering Drawings.

END OF SECTION 02741

SECTION 02751

CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 DESCRIPTION

A. This Section includes the following:

1. Furnishing material and equipment, and performing all labor necessary for the following as indicated on the Drawings:
 - a. Curbs and Gutters
 - b. Sidewalks and Walkways.
 - c. Concrete Driveways and Pavements.

B. Related Sections:

1. Division 2 – Asphalt Paving
2. Division 2 – Pavement Joint Sealants
3. Division 3 - Concrete

1.2 REFERENCES

- A. American Society for Testing Materials (ASTM).
- B. Miami-Dade Public Works Department (MDPWD).
- C. American Association of State Highway Transportation Officials (AASHTO) Standards (T-180 & T-181).
- D. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Current Edition).
- E. City of South Miami Public Works and Engineering Department.

1.3 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete pavement mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Samples: 10-lb sample of exposed aggregate.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed pavement work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- C. Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.
- D. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.
- B. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by the requirements of the Contract Documents.
- C. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixes.

1.5 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 – MATERIALS

2.1 FORMS

- A. General: Conform to standards of applicable regulatory agency maintaining jurisdiction.
- B. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
- C. Use flexible or curved forms for curves of a radius 100 feet or less.
- D. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete

2.4 CONCRETE MATERIALS

- A. General: Use the same brand and type of cementitious material from the same manufacturer throughout the Project. Refer to Division 3 – Concrete. Concrete must be per the requirements of maintaining agencies having jurisdiction. Certify that all materials used in concrete are from approved source (per regulatory requirements) and free from frozen or other detrimental matter.
- B. Portland Cement: ASTM C 150, Type I .
- C. Aggregate: ASTM C 33, uniformly graded, from a single source, with coarse aggregate in accordance with current FDOT Standard Specifications - Section 901. Fine aggregate must conform to Section 902 of FDOT Standard Specifications (current).
- D. Water: ASTM C 94. Water used for concrete shall be clean and practically clean of oil, acid, alkali, chlorides, organic matter and other deleterious substances. Water from MWASD may be accepted without being tested.

2.5 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures. Admixtures must conform to current FDOT Standard Specifications – Section 924.

2.6 CURING MATERIALS FOR CONCRETE

- A. General: Curing Materials for concrete must conform to current FDOT Standard Specifications – Section 925.

2.7 CONCRETE MIXES

- A. Prepare design mixes, proportioned according to ACI 211.1 and ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.

- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the trial batch method. Do not use Owner's field quality-control testing agency as the independent testing agency.
- C. Proportion mixes to provide concrete with properties conforming to the requirements as stipulated in Section 346 – FDOT Standard Specifications. Ensure that all applicable testing and requirements are met.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

- A. General: FDOT Standards and requirements are acceptable or comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement.

3.4 JOINTS

- A. General: Construct construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
 - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour, unless pavement terminates at isolation joints.
 - 1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
 - 2. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
 - 3. Provide tie bars at sides of pavement strips where indicated.
 - 4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
 - 1. Locate expansion joints at intervals in accordance with current FDOT standards.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
 - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 - 6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Per FDOT Standards.

- E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool in accordance with FDOT standards. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.5 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Moisten subbase to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.
- C. Comply with requirements and with recommendations in ACI 304R and the FDOT standards for measuring, mixing, transporting, and placing concrete.
- D. Do not add water to concrete during delivery, at Project site, or during placement.
- E. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- F. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R and FDOT standards.
- G. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- H. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
- I. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer, or use bonding agent if approved by Owner and Engineer.
- J. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.
- K. Curbs and Gutters: Per FDOT standards.

3.6 CONCRETE FINISHING

- A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.
- B. Concrete finishing must conform to FDOT standards.

3.7 FIELD TESTING AND QUALITY CONTROL

- A. Field Testing and quality control techniques will be undertaken to ensure the overall adequacy and suitability of the proposed construction. All tests will be done in accordance with applicable FDOT standards.

END OF SECTION 02751

SECTION 02764

PAVEMENT JOINT SEALANTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section includes the furnishing material and equipment, and performing all labor necessary for the construction of pavements as indicated on the civil engineering drawings.
- B. Related Sections:
 - 1. Division 2 – Asphalt Paving
 - 2. Division 2 – Cement Concrete Pavement
 - 3. Division 2 – Pavement Joint Sealants
 - 4. Division 3 - Concrete

1.2 REFERENCES

- A. American Society for Testing Materials (ASTM).
- B. Miami-Dade Public Works Department (MDPWD).
- C. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Current Edition).
- D. City of South Miami Public Works and Engineering Department.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Verification: For each type and color of joint sealant required. Install joint-sealant samples in 1/2-inch- wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- C. Product Certificates: Signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.

- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multi-component materials.
- B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint conditions when ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or project conditions do not permit proper installation in accordance with manufacturer specifications. Contractor shall replace and reinstall at no expense to the Owner.
- B. Do not install when joint substrates are wet except where manufacturer specifications permit. This condition must be warranted by manufacturer.
- C. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than that allowed by joint sealant manufacturer for application indicated.
- D. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

PART 2 - PRODUCTS AND MATERIALS

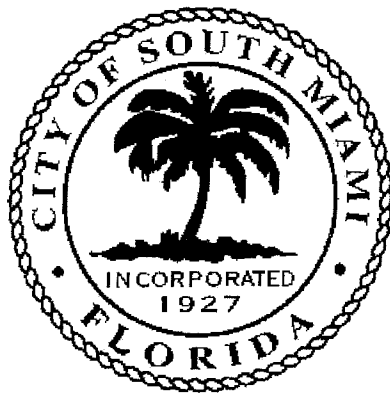
2.1 MATERIALS

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: Per Owners requirement and Engineer recommendations based on selection from manufacturer's full range for this characteristic and Owner requirements.

PART 3 - EXECUTION

- C. A. All installation must be done in accordance with Florida Department of Transportation, City of Doral, and Miami-Dade County Standards and Specifications.
- D. B. No Deviation without proper authorization from Owner and Engineer is permitted.

END OF SECTION 02764



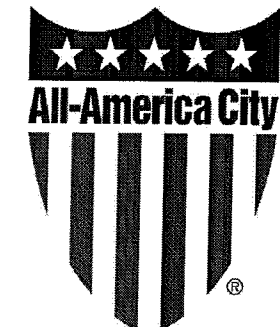
SW 64th COURT DRAINAGE IMPROVEMENTS

CITY OF SOUTH MIAMI

4795 S.W. 75th AVENUE - MIAMI, FL 33155

PROJECT NO.

South Miami

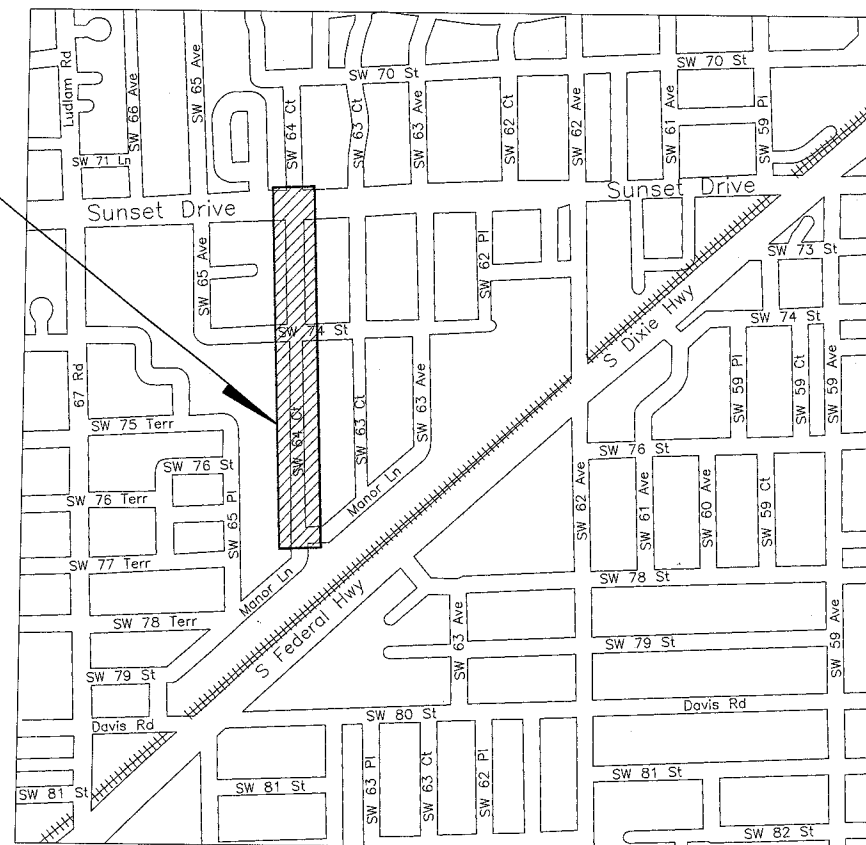


2001

CITY OF SOUTH MIAMI COMMISSION

MAYOR: HORACE G. FELIU
VICE-MAYOR: BRIAN D. BEASLEY
COMMISSIONERS: VELMA PALMER
LEW SELLARS
VALERIE NEWMAN
ACTING CITY MANAGER: ROGER CARLTON
CITY CLERK: MARIA M. MENENDEZ
DIRECTOR OF PUBLIC WORKS: JOSE OLIVO, P.E.

PROJECT
LOCATION



LOCATION MAP
N.T.S.

I N D E X

C 0.0 COVER SHEET
C 1.0 GENERAL NOTES
C 2.0 EXISTING CONDITIONS
C 3.0 PAVING, GRADING
AND DRAINAGE PLAN
C 4.1 TYPICAL DETAILS (1 OF 2)
C 4.2 TYPICAL DETAILS (2 OF 2)
C 5.0 SIGNAGE AND PAVEMENT
MARKING PLAN

TOTAL NUMBER OF DRAWINGS : 07



CONSTRUCTION DOCUMENTS
NOVEMBER 12, 2009

PLANS PREPARED BY:

EAC
EAC Consulting, Inc.

CA # 7011
815 NW 57th AVENUE, SUITE 402
MIAMI, FL 33126
(305) 265-5400

ENGINEER OF RECORD:
GREGORY A. MENDEZ, P.E.
STATE OF FLORIDA - LICENSE NO. 64718



CITY OF SOUTH MIAMI
MIAMI-DADE COUNTY, FL

SW 64th COURT
DRAINAGE IMPROVEMENTS

CONSTRUCTION DOCUMENTS

CONSTRUCTION NOTES

- THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DRAWINGS AND SPECIFICATIONS, ANY RULES, REQUIREMENTS OR STANDARDS REFERENCED THERE-IN IS SUBJECT TO INSPECTION BY REPRESENTATIVES OF THE OWNER.
- ALL EXISTING ELEVATIONS INDICATED ON THE CIVIL ENGINEERING DRAWINGS ARE OBTAINED FROM EXISTING TOPOGRAPHY SURVEY AND ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929.
- ALL WORK TO BE DONE SHALL BE IN ACCORDANCE WITH THE REGULATIONS AND STANDARDS OF THE OWNER.
- IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION AND DISCREPANCIES BETWEEN THE PLANS AND APPLICABLE CODES AND/OR OBVIOUS ERRORS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF OWNER AND ENGINEER.
- CONTRACTOR IS TO VERIFY THE EXIST LOCATION OF ALL EXISTING LANDSCAPE, STRUCTURES, AND UTILITIES WHICH MAY OR MAY NOT BE SHOWN ON PLANS. ANY EXISTING STRUCTURE, PLANTING, LANDSCAPE ELEMENT OR OTHER EXISTING FEATURE NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THIS CONTRACT, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY APPROVED REGULATORY METHODS IN COORDINATION WITH THE OWNER AND APPLICABLE UTILITY JURISDICTIONS. PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS MUST BE RESOLVED BY THE OWNER AND ENGINEER. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE PROVIDED.
- CONTRACTOR SHALL CONTACT THE SUNSHINE CO. AT 1 (800) 432-4770 AND ALL UTILITY AGENCIES AT LEAST 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. CONTRACTOR TO COMPLY WITH CHAPTER 58 OF THE FLORIDA STATUTES. CONTRACTOR IS HEREBY NOTIFIED THAT OTHER NON-PUBLIC UTILITIES MAY EXIST WITHIN THE PROJECT LIMITS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY AND COORDINATE WITH APPLICABLE UTILITY OWNERS AND JURISDICTIONS PRIOR TO COMMENCING CONSTRUCTION OPERATIONS.
- ALL TEMPORARY ROADS, FENCES, STRUCTURES, ETC. ESTABLISHED WITHIN THIS CONSTRUCTION PACKAGE SHALL BE REMOVED AND THE AREA RESTORED TO ITS ORIGINAL CONDITION PRIOR TO FINAL ACCEPTANCE OF WORK.
- EXISTING GRADES WERE TAKEN FROM THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH CURRENT SITE CONDITIONS AND SHALL REPORT ANY DISCREPANCIES TO THE OWNER AND ENGINEER PRIOR TO STARTING WORK.
- THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWINGS FOR ALL ITEMS LISTED IN PROJECT SPECIFICATIONS OR THE SPECIFICATIONS TO WHICH THIS PROJECT IS IN CONFORMANCE WITH CONSTRUCTION MUST PROCEED WITHOUT APPROVAL OF SHOP DRAWINGS.
- UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR LEAVE EXCAVATED TRENCHES OPEN, UNCOVERED OR EXPOSED AT THE END OF THE WORKING DAY, WEEKENDS, HOLIDAYS OR OTHER TIMES WHEN THE CONTRACTOR IS NOT WORKING, UNLESS OTHERWISE DETERMINED ALL TRENCHES SHALL BE COVERED AND MARKED ACCORDINGLY FOR PEDESTRIAN AND VEHICULAR TRAFFIC.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.
- ALL EXCAVATED MATERIAL REMOVED FROM THIS PROJECT SHALL BE DISPOSED OF PROPERLY BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL OBTAIN ALL DEVELOPMENT AND CONSTRUCTION PERMITS IN ASSOCIATION WITH LOCAL REGULATIONS AND CODES OF ORDINANCES PRIOR TO COMMENCEMENT OF WORK. THIS IS CONSIDERED A REQUIREMENT FOR PROPOSED CONSTRUCTION WORK AND MUST BE CONSIDERED PRIOR TO SUBMITTING BIDS FOR THIS PROJECT.
- CONTRACTOR SHALL COMPLY WITH ALL LOCAL AIR QUALITY AND POLLUTION CONTROL REGULATIONS THAT PERTAIN TO CONSTRUCTION ACTIVITIES.
- ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF CONSTRUCTION OPERATIONS WILL BE REPAIRED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE.
- ALL SODDED AREAS IMPACTED BY CONSTRUCTION SHALL BE RE-SODDED TO MATCH EXISTING, EXCEPT WHERE ALTERNATE REMEDIAL ACTION IS SPECIFIED ON THE PLANS.
- SITE CONDITIONS:**
- A. MATERIALS STORED ON SITE SHALL NOT CREATE ANY OBSTRUCTION TO PARK RESIDENTS. STOCKPILED MATERIALS SHALL BE STORED IN A MANNER SO THEY ARE NOT A HAZARD TO RESIDENTS AND SHALL BE PREVENTED FROM BEING DISCLOSED BY WINDS.
- B. CONTRACTOR SHALL COORDINATE WITH APPLICABLE JURISDICTIONS FOR WATER AND POWER SUPPLY TO THE CONSTRUCTION STAGING AREA. THIS IS INCIDENTAL TO THE CONSTRUCTION AND MUST BE UNDERTAKEN AT THE CONTRACTOR'S EXPENSE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT EACH UTILITY COMPANY AND THE OWNER TO FIELD LOCAL EXISTING UTILITIES.
- C. TRENCHES, EXCAVATIONS, AND DEMOLITION AREAS SHALL BE CLEARLY MARKED AND BARRICADED TO PROTECT PERSONNEL FROM ACCIDENTALLY ENTERING THE AREA. THE CONTRACTOR SHALL PROVIDE THE NAME AND TELEPHONE NUMBERS OF PEOPLE AS CONTACTS 24 HOURS A DAY FOR EMERGENCY MAINTENANCE OF BARRICADES AND OTHER SAFETY ISSUES.
- D. DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE ON THE SITE. DEBRIS SHALL BE REMOVED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND AS DIRECTED BY THE OWNER.
- E. OPEN FLAME WELDING OR TORCH CUTTING OPERATIONS ARE PROHIBITED UNLESS THEY ARE IN ACCORDANCE WITH NFPA CODES AND ONLY WITH WRITTEN PERMISSION FROM THE OWNER.
- ALL CONSTRUCTION MUST BE DONE IN A MANNER THAT LEAST IMPACTS ADJACENT PROPERTY OPERATIONS AND ACTIVITIES.
- IN THE EVENT CONTAMINATED MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY ADVISE THE OWNER, ENGINEER AND THE APPLICABLE JURISDICTIONAL AGENCIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT, PROVISION, INSTALLATION AND MAINTENANCE OF ALL TRAFFIC CONTROL AND SAFETY DEVICES. IN ACCORDANCE WITH APPLICABLE JURISDICTIONAL REQUIREMENTS AND THE OWNER.
- ALL EXCAVATED OR OTHER MATERIAL STORED TEMPORARILY ON SITE MUST BE ADEQUATELY MARKED FOR VEHICULAR AND PEDESTRIAN SAFETY.
- EMBANKMENT AND EXCAVATION:**
- A. ALL SUITABLE MATERIALS REMOVED FROM THE EXCAVATIONS SHALL BE USED, AS FAR AS PRACTICAL, IN THE FORMATION OF EMBANKMENTS, SHOULDERS, SUBGRADES, AND OTHER PLACES AS DIRECTED. NO EXCAVATION MATERIAL SHALL BE WASTED WITHOUT PERMISSION FROM THE OWNER AND ENGINEER. UNSUITABLE MATERIAL SHALL BE REMOVED TO THE REQUIRED DEPTH AND EXPOSED TO THE SATISFACTION OF THE OWNER. THE REMOVED SUITABLE MATERIAL, SUITABLE AND UNSUITABLE MATERIAL SHALL BE AS DESCRIBED IN THE TECHNICAL SPECIFICATIONS.
- B. ALL EXCESS SUITABLE EXCAVATED MATERIAL SHALL BE CONSIDERED PROPERTY OF THE OWNER AND SHALL BE PLACED OR DISPOSED OF BY THE CONTRACTOR AS DIRECTED BY THE OWNER.

23. THE PROJECT IS TO BE COMPLETED IN A TIMELY MANNER IN ACCORDANCE WITH THE CONTRACTOR'S APPROVED PROJECT SCHEDULE. THE SCHEDULE SHALL BE PROVIDED FOR COMPLETION OF THE WORK AS SHOWN ON THE DRAWINGS AND DESCRIBED IN THE CONTRACT SPECIFICATIONS.
24. CONSTRUCTION AND MAINTENANCE OPERATIONS BY OTHERS MAY OCCUR CONCURRENTLY AND WITHIN THE VICINITY OF CONSTRUCTION ASSOCIATED WITH THIS PROJECT. THE CONTRACTOR SHALL COORDINATE OPERATIONS AND COOPERATE WITH MAINTENANCE CREWS AND OTHER CONTRACTORS WORKING WITHIN THE NEARBY AREAS. CONTRACTOR'S COORDINATION WITH APPROPRIATE JURISDICTIONAL AND UTILITY AGENCIES IS ALSO REQUIRED PRIOR TO, DURING AND AFTER CONSTRUCTION AS NECESSARY.
25. ACCESS TO THE SITE - THE CONTRACTOR'S ACCESS POINT(S) TO THE SITE PLAN SHALL BE AS DIRECTED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL VEHICLES AND PERSONNEL THAT ENTER THROUGH THE DESIGNATED ACCESS POINT(S). ACCESS POINT(S) SHALL BE SECURED AT ALL TIMES WHEN NOT IN USE. THE CONTRACTOR SHALL KEEP THE OWNER AND ENGINEER INFORMED OF THE PROJECT SCHEDULE.
26. ALL CONTRACTOR VEHICLES AND TRAFFIC SHALL REMAIN WITHIN THE LIMITS OF CONSTRUCTION AREA AND AS PERMITTED BY THE OWNER.
27. CONTRACTOR'S STAGING AREAS - AN AREA WILL BE MADE AVAILABLE FOR THE CONTRACTOR'S MOBILIZATION AND STORAGE BY THE OWNER. THE CONTRACTOR'S STAGING AREA SHALL BE RESTORED TO ITS ORIGINAL CONDITION UPON COMPLETION OF USE.
28. IF ANY UNUSUAL DOORS, SOIL STAINS OR BURIED WASTES ARE ENCOUNTERED, STOP WORK AND NOTIFY THE OWNER AND ENGINEER.
29. CONTRACTOR MUST NOTIFY & OBTAIN APPROVAL FROM THE OWNER AND ENGINEER PRIOR TO MAKING AS-BUILT DEVIATIONS AND/OR MODIFICATIONS TO THE INFORMATION AND REQUIREMENTS STIPULATED ON THE CONTRACT PLANS.
30. ANY SURVEY MONUMENTS WITHIN THE LIMITS OF THE PROJECT ARE TO BE PROTECTED.
31. ACCURATE CONSTRUCTION AS-BUILTS ARE REQUIRED FOR THE PROPOSED UTILITY SERVICES. THE CONTRACTOR MUST ENSURE THAT PRECISE RECORDS ARE TAKEN PRIOR TO BACK FILLING OVER UTILITY TRENCHES.
32. AS-BUILTS MUST BE PREPARED ADHERING TO ALL APPLICABLE JURISDICTIONAL REQUIREMENTS.
33. ALL CLEARING AND GRUBBING OPERATIONS INCLUDING DISPOSAL, SHALL BE IN FULL COMPLIANCE WITH THE REQUIREMENTS OF THE OWNER, ENGINEER AND SECTION 24 (SPECIFICATIONS) OF THE MDOW MANUAL, PART 2. AND THE CITY OF SOUTH MIAMI PUBLIC WORKS DEPARTMENT.
34. CONTRACTOR MUST MAINTAIN REQUIRED ADEQUATE VERTICAL CLEARANCE BETWEEN ALL EXISTING AND PROPOSED UTILITY LINES.
35. ALL DISPOSAL OF MATERIALS, RUBBISH AND DEBRIS MUST BE MADE AT A LEGAL AND AUTHORIZED DISPOSAL SITE OR BY THE OWNER'S PRIOR APPROVED METHOD. ILLEGAL DUMPING IS PROHIBITED IN THIS PROJECT.
36. CONTRACTOR SHALL RESTORE ALL CONDUITS, ELECTRICAL SERVICE, COMMUNICATIONS CABLEING AND IRRIGATION LINES DAMAGED DUE TO PROPOSED CONSTRUCTION AT NO ADDITIONAL EXPENSE TO THE OWNER.
37. PROPER CARE AND CAUTION MUST BE EXERCISED BY THE CONTRACTOR WHEN WORKING IN CLOSE PROXIMITY TO EXISTING (AND PROPOSED) UNDERGROUND AND OVERHEAD UTILITIES.
38. CONTRACTOR SHALL RESTORE ALL EXISTING SIDEWALKS, CURBING, PAVEMENTS AND MARKINGS NOT INDICATED FOR REMOVAL OR DEMOLITION BUT DAMAGED AS A RESULT OF CONSTRUCTION AT NO ADDITIONAL EXPENSE TO THE OWNER.
39. CONTRACTOR MUST PROVIDE MEANS OF ENSURING ADEQUATE TRENCH STABILIZATION/PROTECTION DURING EXCAVATION PROCEDURES. THIS MUST BE CONSIDERED PRIOR TO BIDDING THIS PROJECT. NO ADDITIONAL COMPENSATION WILL BE ALLOWED AFTER THE BIDDING PHASE FOR THIS PROJECT.
40. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING HIS WORK. ITEMS NOT INDICATED ON THE CONTRACT PLANS SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER AND SHALL NOT CONSTITUTE ADDITIONAL COMPENSATION.
41. THE CONTRACTOR SHALL PROVIDE SAFE PEDESTRIAN AND VEHICULAR ACCESS ADJACENT TO CONSTRUCTION THROUGHOUT THE PROJECT.
42. ALL WORK TO BE DONE SHALL BE IN ACCORDANCE WITH THE CITY OF SOUTH MIAMI PUBLIC WORKS DEPARTMENT AND MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT STANDARDS.
43. WHERE NEW PAVEMENT MEETS EXISTING, CONNECTION SHALL BE MADE IN A NEAT STRAIGHT LINE AND FLUSH WITH EXISTING PAVEMENT.
44. EXISTING TREES SHALL BE REMOVED ONLY IF REQUIRED FOR CONSTRUCTION AND WILL BE COORDINATED WITH THE OWNER AND ENGINEER. THOSE TREES NOT INTERFERING WITH CONSTRUCTION SHALL BE PROTECTED IN PLACE. THE CONTRACTOR IS ADVISED THAT A TREE PERMIT MAY BE REQUIRED FOR TREE REMOVAL.
45. PRODUCTS FOR THE DRAINAGE SYSTEM SHALL BE PER THE CITY OF SOUTH MIAMI PUBLIC WORKS AND MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS.
46. STEEL GRATING AND COVERS: PER THE CITY OF SOUTH MIAMI PUBLIC WORKS AND MIAMI-DADE COUNTY PUBLIC WORKS STANDARDS SPECIFICATIONS.
47. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF ALL TRAFFIC CONTROL AND SAFETY DEVICES, IN ACCORDANCE WITH SPECIFICATIONS OUTLINED IN SECTION C12 AND SECTION R15 OF THE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT MANUAL. IN ADDITION, THE CONTRACTOR IS RESPONSIBLE FOR THE RESETTING OF ALL TRAFFIC CONTROL AND INFORMATION SIGNING REMOVED DURING CONSTRUCTION PERIOD.
48. TEMPORARY PATCH MATERIAL MUST BE ON THE JOB SITE WHENEVER PAVEMENT IS CUT TO PREVENT THE JOB FROM BEING SHUTDOWN BY ANY INSPECTOR.
49. ANY DETERIORATING OPERATIONS REQUIRED FOR CONSTRUCTION SHOULD BE APPROVED BY THE APPLICABLE REGULATORY AGENCY.
50. SURFACE RESTORATION, PAVEMENT REPLACEMENT, SIDEWALK REPLACEMENT, BACKFILLING AND COMPACTION SHALL COMPLY WITH THESE PLANS AND THE SPECIFICATIONS OF THE CITY OF SOUTH MIAMI PUBLIC WORKS DEPARTMENT AND MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT.
51. HAND EXCAVATION SHALL BE PERFORMED TO LOCATE ALL CRITICAL ACTIVE EXISTING UTILITIES.
52. PROPOSED ELEVATIONS SHOWN AT CATCH BASINS AND MANHOLEKS REFER TO RIM ELEVATION AT THE CENTER OF THE RESPECTIVE STRUCTURES.
53. PROPOSED CONSTRUCTION TO MINIMIZE IMPACTS TO EXISTING TREES. ANY TREES TO BE RELOCATED MUST BE ROOT PRUNED IN ACCORDANCE WITH THE STANDARDS STIPULATED BY AGENCIES MAINTAINING JURISDICTION AND BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER.
54. WRITTEN DIMENSIONS INDICATED ON THESE PLANS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE PLANS EXCEPT AFTER PRIOR AUTHORIZATION BY OWNER AND ENGINEER.

STORMWATER POLLUTION PREVENTION PROCEDURES

1. EXISTING DRAINAGE WITHIN THE PROJECT LIMITS NOT IMPACTED BY PROPOSED CONSTRUCTION MUST BE MAINTAINED OPERATIONAL, AND PROTECTED DURING CONSTRUCTION.
2. CONTRACTOR'S STAGING AREA MUST BE PROTECTED AGAINST DUST, SILT ACCUMULATION, AND CONSEQUENT POLLUTION DUE TO TRANSPORTATION OF SEDIMENTARY MATERIAL.
3. PROVIDE PROTECTION FOR EXISTING DRAINAGE STRUCTURES IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND THE CITY JURISDICTION WITHIN WHICH THE PROJECT IS LOCATED. REFER TO FDOT DESIGN STANDARDS INDEX 102 FOR CONVENTIONAL METHODS AND PRACTICES FOR PROTECTION OF STRUCTURES.
4. PROVIDE TURBIDITY BARRIERS WHERE NECESSARY IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND THE CITY JURISDICTION WITHIN WHICH THE PROJECT IS LOCATED.
5. ANY APPLICABLE PERMITS MUST BE APPLIED FOR AND OBTAINED BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

STORMWATER POLLUTION PREVENTION NOTES

1. PERMANENT OR TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICABLE TIME CONSISTENT WITH GOOD CONSTRUCTION PRACTICE. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE EROSION AND SEDIMENT CONTROL MEASURES. EROSION AND SEDIMENT MEASURES SHALL BE PERMITTED OF THE PROJECT THE INITIAL WORK AREA, AND OTHER AFFECTED AREAS TO PREVENT STORM WATER POLLUTION.
2. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THE INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT
3. QUALIFIED PERSONNEL SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.25 INCHES OR GREATER.
4. INLET PROTECTION: INLETS SHOULD BE PROTECTED BY SUITABLE FILTERING DEVICES DURING CONSTRUCTION TO PREVENT THE INTRUSION OF SETTLEABLE POLLUTANTS TO THE STORM SEWER SYSTEM. INSPECTIONS SHOULD BE MADE WEEKLY AND AFTER ANY HEAVY RAINFALL EVENT (0.25 INCHES OR GREATER). ONCE FILTER FABRIC IS CLOGGED, CLEAR IT OR REMOVE COLLECTED SEDIMENTS OR REPLACE AS NECESSARY.
5. CONTRACTOR MUST VERIFY THAT ALL DRAINAGE STRUCTURES WITHIN THE PROJECT LIMITS ARE ADEQUATELY PROTECTED. ALL STRUCTURES NOT SHOWN ON THIS DRAWING WHICH MAY EXIST AT THE TIME OF CONSTRUCTION MUST BE PROTECTED IN ACCORDANCE WITH THE ESTABLISHED METHODS AS NOTED ABOVE.
6. DUST, RESULTING FROM PROPOSED DEMOLITION ACTIVITIES, MUST BE PREVENTED FROM INTRUSION INTO THE STORMWATER CONVEYANCE SYSTEM. APPROPRIATE DUST CONTROL MEASURES (WATER OR SLURRY) MUST BE RETAINED ON SITE. THE USE OF CALCIUM CHLORIDE OR OTHER CHEMICAL DUST CONTROL AGENTS MUST BE AVOIDED.

ABBREVIATIONS USED ON DRAWINGS

AC	ASPHALTIC CONCRETE
AD	BRICK DRIVEWAY
BFP	BACKFLOW PREVENTER
BOC	BACK OF CURB
BOF	BOTTOM OF PIPE
CDW	CONCRETE DRIVEWAY
CONC	CONCRETE
CM	CONCRETE MONUMENT
C	CENTERLINE
DWY	DIRT DRIVEWAY
Ø	DIAMETER
DIP	DUCTILE IRON PIPE
DWG	DRAINING
DWY	DRIVEWAY
EL	ELEVATION
EMH	ELECTRICAL MANHOLE
EDP	EDGE OF PAVEMENT
EXIST	EXISTING
FH	FIRE HYDRANT
GB	GRADE BREAK
HOPE	HIGH DENSITY POLYETHYLENE
HORIZ	HORIZONTAL
HW	INVERT
LF	LINEAR FEET
MAX	MAXIMUM
M-DIBASO	MAINT DRAIN WATER AND SEWER DEPARTMENT
MCDPMD	MAINT DRAIN PUBLIC WORKS DEPARTMENT
MIN	MINIMUM
NTS	NOT TO SCALE
OC	ON CENTER
PROP	PROPOSED
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
SD	SLOPE DRAIN
SMH	STORMY MANHOLE
SS	SANITARY SEWER
STRUCT	STRUCTURAL
TOC	TOP OF CURB
TOP	TOP OF PIPE
TYP	TYPICAL
WM	WATER METER
WV	WATER VALVE
WFOOT	FLORIDA DEPARTMENT OF TRANSPORTATION

DRAWING ISSUED

[illegible]

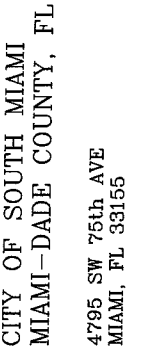
DESIGNED : RD	CHECKED : RD/GM
DRAWN : DG	FINAL CHECK BY : GM

GREGORY A. MENDEZ, P.E.
STATE OF FLORIDA - LICENSE NO. 64718

DATE : SEPT., 2009 SCALE :

DWG
TITLE: GENERAL
NOTES

DWG No.. C.1.0

SW 64th COURT
DRAINAGE IMPROVEMENTS

CONSTRUCTION DOCUMENTS

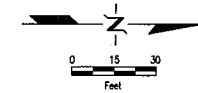
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DESIGNED : RD	CHECKED : RD/GM
DRAWN : DC	FINAL CHECK BY : GM

GREGORY A MENDEZ, P.E. STATE OF FLORIDA - LICENSE NO. 64718	
DATE : SEPT., 2009	SCALE : 1" = 30'

DWG
TITLE: EXISTING
CONDITIONS

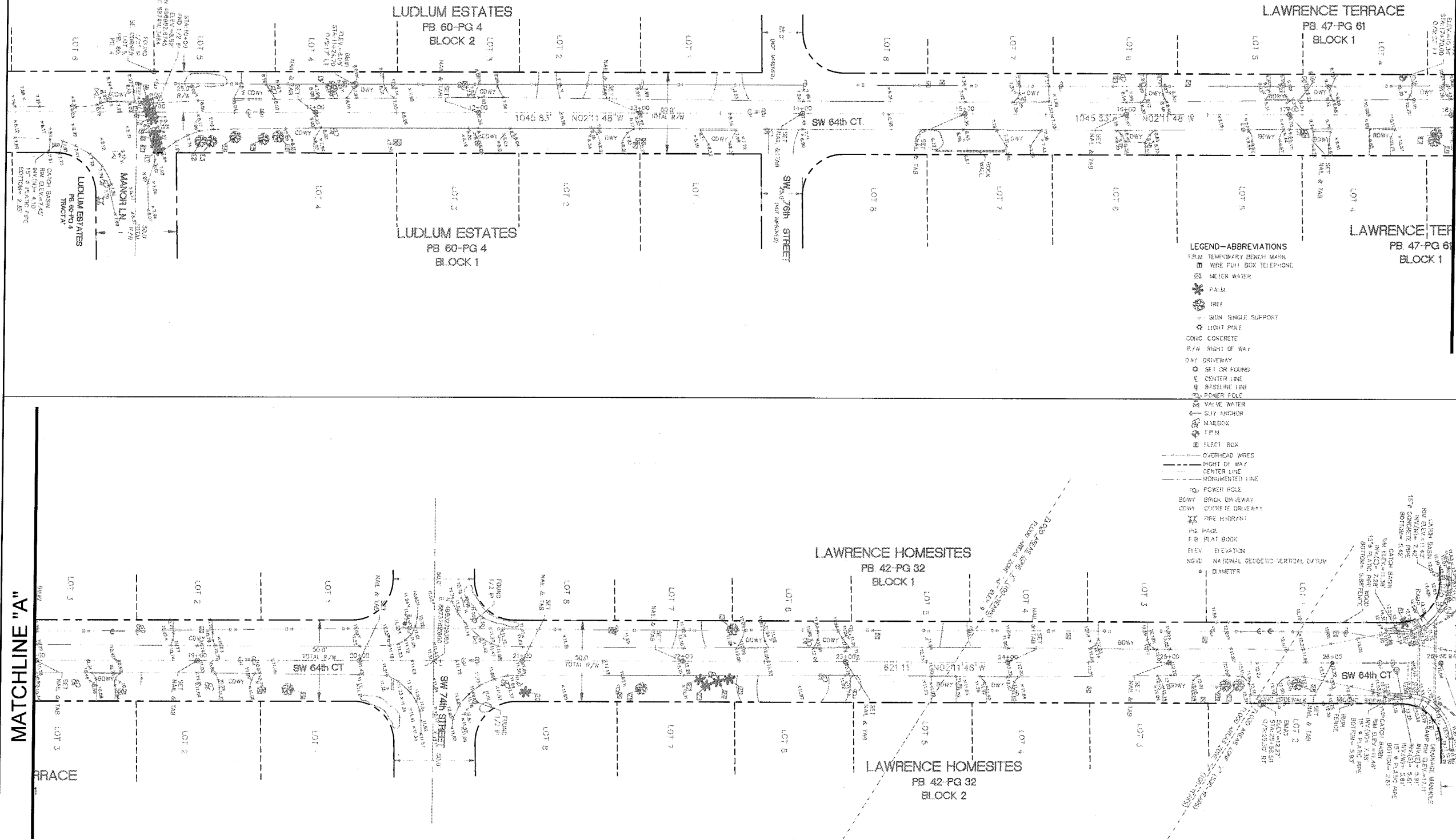
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NOTE:

1. THIS SHEET IS FOR REFERENCE ONLY AND IS NOT A SURVEY
2. THE INFORMATION ON THIS PLAN HAS BEEN PROVIDED BY
F.R. ALEMAN & ASSOCIATES, INC.

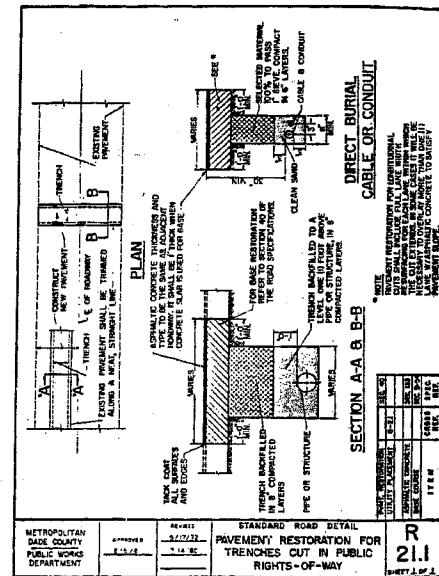
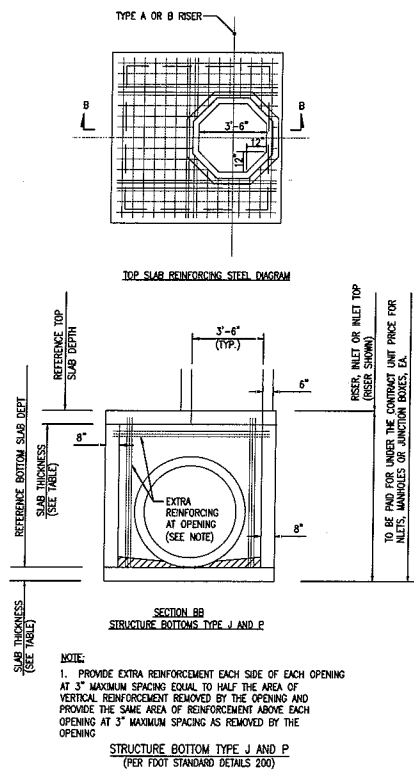
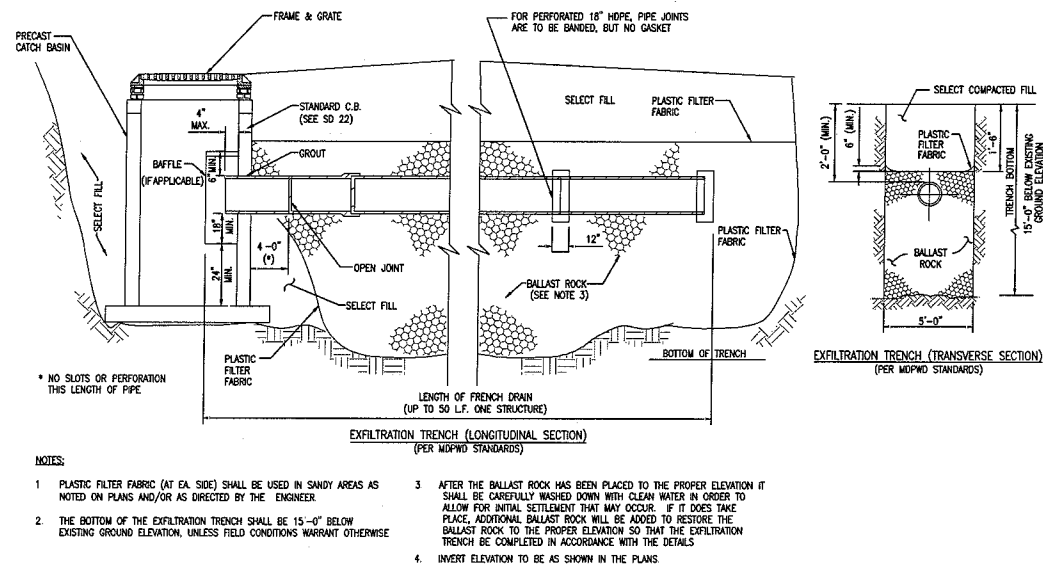
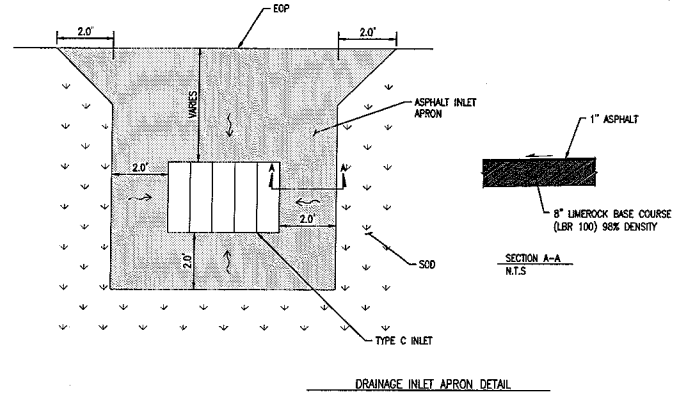
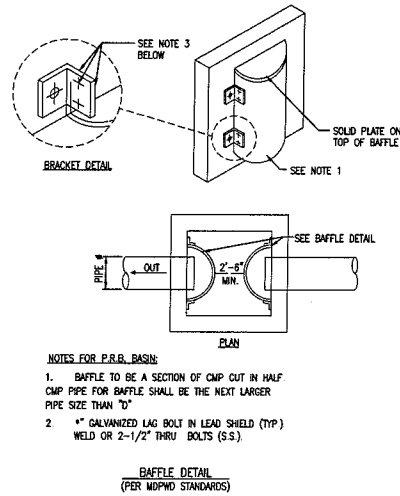
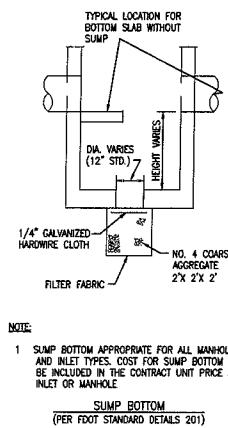
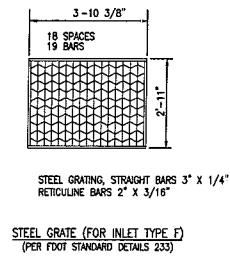
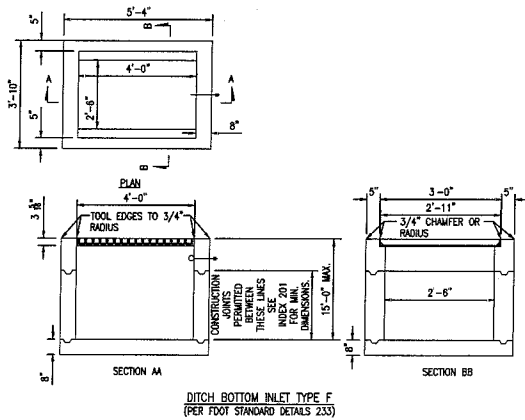
MATCHLINE "A"



DRAWING ISSUED

DESIGNED : RD	CHECKED : RD/GM
DRAWN : DG	FINAL CHECK BY : GM

DWG: TYPICAL
TITLE: DETAILS
(1 OF 2)





SW 64th COURT
DRAINAGE IMPROVEMENTS
CONSTRUCTION DOCUMENTS

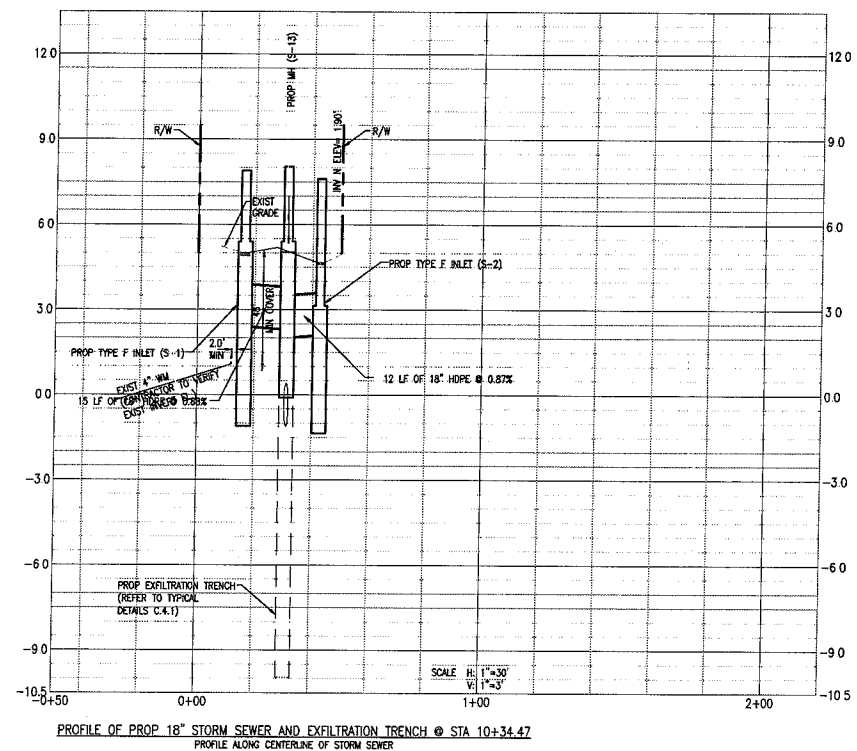
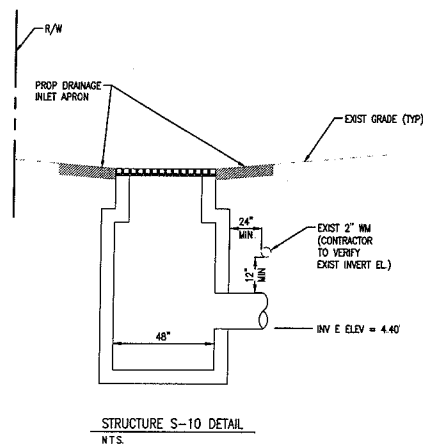
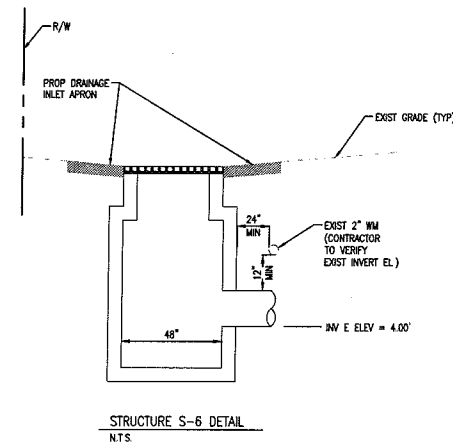
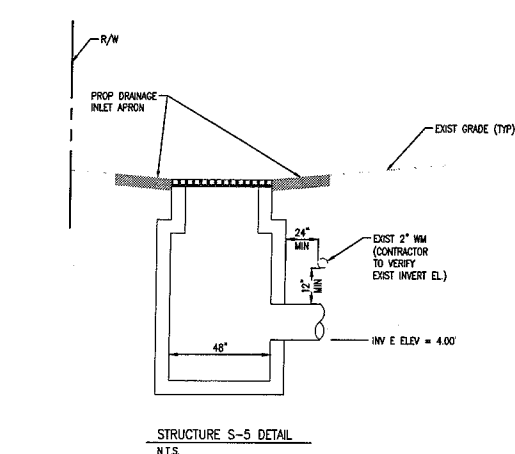
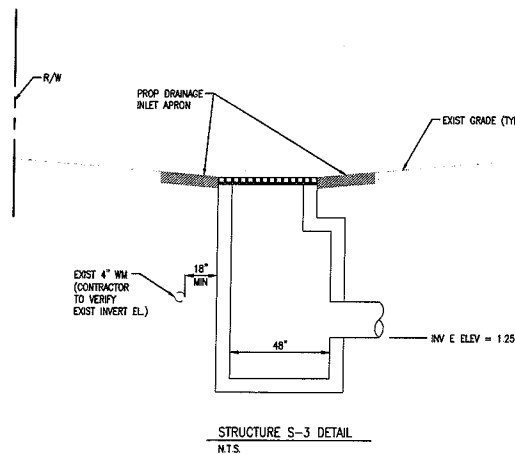
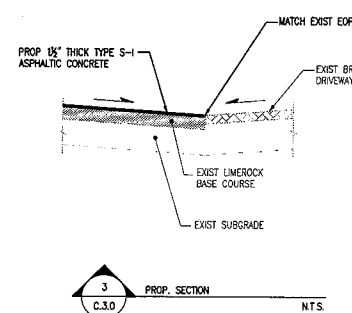
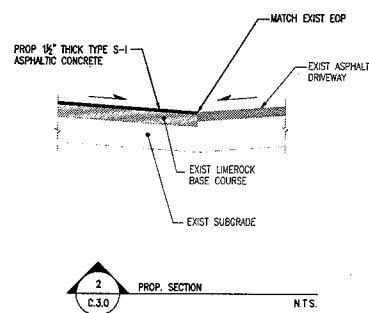
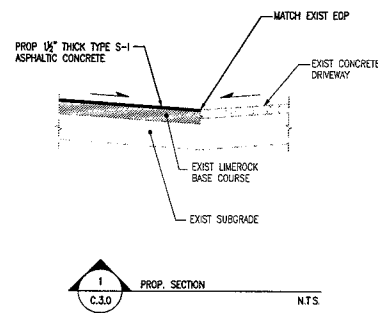
DRAWING ISSUED

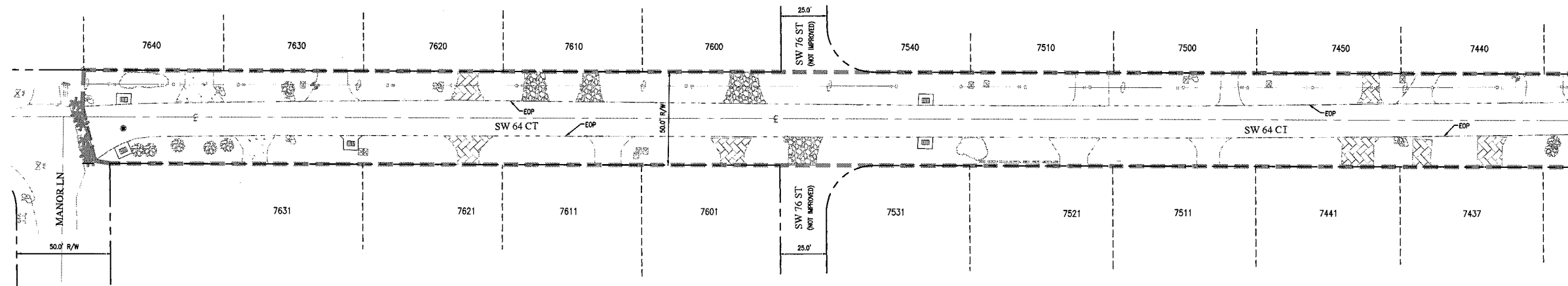
SUBMITTAL	No.	DESCRIPTION	DATE	BY
REVIEW	30 %		09/11/09	GM
REVIEW	50 %		10/03/09	GM
REVIEW	100 %		10/29/09	GM
PERMIT	#			
REVISION	No.	DESCRIPTION	DATE	BY
DESIGNED	RD	CHECKED	RD/GM	
DRAWN	DG	FINAL CHECK	BY : GM	

GREGORY A. MENDEZ, P.E.
STATE OF FLORIDA - LICENSE NO. 64718
DATE : SEPT., 2009 SCALE : AS SHOWN

DWG TITLE: TYPICAL
DETAILS
(2 OF 2)

DWG No C.4.2





EAC
EAC Consulting, Inc.
CA # 7011
815 NW 57th AVE, SUITE 402
MIAMI, FL 33126
(305) 285-5400

CITY OF SOUTH MIAMI
MIAMI-DADE COUNTY, FL
4795 SW 75th AVE
MIAMI, FL 33155



SW 64th COURT
DRAINAGE IMPROVEMENTS
CONSTRUCTION DOCUMENTS

DRAWING ISSUED

SUBMITTAL	No.	DESCRIPTION	DATE	BY
REVIEW	30 %		08/11/09	GM
REVIEW	50 %		10/09/09	GM
REVIEW	100 %		10/29/09	GM
PERMIT				
REVISION	No.	DESCRIPTION	DATE	BY

DESIGNED : RD
CHECKED : RD/GM
DRAWN : DG
FINAL CHECK BY : GM

GREGORY A. MENDEZ, P.E.
STATE OF FLORIDA - LICENSE NO. 64718
DATE : SEPT., 2009
SCALE : 1" = 30'

DWG TITLE: SIGNAGE AND PAVEMENT MARKING PLAN

DWG No. C.5.0

